

Company number: 6632448

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PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTIONS
of
HALLS TRADING COMPANY LIMITED ("the Company")
Circulation date: 30 September 2008

In accordance with the provisions of Chapter 2 of Part 13 Companies Act 2006, the following resolution is proposed as an ordinary resolution of the Company:

Ordinary Resolution

For the purposes of Section 190 Companies Act 2006 the acquisition by the Company of the business and assets of the wholesale drinks distribution business owned and operated by W. Hall & Son (Holywell) Limited pursuant to the terms of an agreement a copy of which is attached hereto and marked "A" be and is hereby approved.

Please read the notes at the end of this document before signifying your agreement to the resolutions.

The undersigned, being the only persons eligible to vote on the above resolutions on 2008 hereby irrevocably agree to each of those resolutions.

Michael Isherwood Hall

Date

Nigel Hall
Nigel Hall

30 September 2008
Date

NOTES:

- 1 If you agree to the resolution, please sign and date this document to confirm your agreement and then return it to the Company using one of the following methods
 - **By Hand** delivering the signed copy to Halliwells LLP, The Plaza, 100 Old Hall Street, Liverpool, L3 9TD
 - **Post** returning the signed copy by post to Halliwells LLP, The Plaza, 100 Old Hall Street, Liverpool, L3 9TD

If you do not agree to the resolution, you do not need to do anything you will not be deemed to agree if you fail to reply
- 2 Once you have indicated your agreement to the resolution, you may not revoke your agreement
- 3 The resolution set out above will lapse if the required majority of eligible members have not signified their agreement to it within 28 days of the date appearing at the top of this written resolution. If you agree to the resolution please ensure that your agreement reaches us before that date

- 4 In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.
- 5 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

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Dated 30 September 2008

- (1) W HALL & SON (HOLYWELL) LIMITED
- (2) JEAN ELLIS
(As Liquidator of W Hall & Son (Holywell) Limited)
- (3) HALLS TRADING COMPANY LIMITED
- (4) HALLS PROPERTY COMPANY LIMITED
- (5) MICHAEL ISHERWOOD HALL
- (6) NIGEL HALL

SECTION 110 AGREEMENT

Halliwells

CONTENTS

1	Definitions..	3
2	Conditions.....	6
3	Sale of Shares and Assets	6
4	Consideration	7
5	Completion.....	7
6	Issue of Shares in Halls Trading and Halls Property	9
7	Indemnity	9
8	Value Added Tax	10
9	Contracts	11
10	Employees.....	12
11	Further Assurance	12
12	General.....	12

Schedules

1	Ordinary Resolution of W. Hall & Son (Holywell) Limited
2	Ordinary Resolution of Halls Trading Company Limited
3	Ordinary Resolution of Halls Property Company Limited
4	Special Resolution of W. Hall & Son (Holywell) Limited
5	Details of the Freehold Properties and Leasehold Property and provisions relating to their transfer
6	List of Company Assets
7	The Assignment
8	The Licence to Assign
9	Halls Trading Employees
10	Assignment of those Assets which are not transferable by delivery
11	Consents to the Transfer of Premises Licences

THIS AGREEMENT is made the

30th September

2008

BETWEEN:

- (1) **W HALL & SON (HOLYWELL) LIMITED** (No. 403308) a company registered in England with limited liability whose registered office is at St Winifreds, Mineral Water Works, Greenfield Road, Holywell, Flintshire, CH8 7NX (the "**Company**"),
- (2) **JEAN ELLIS** of **DUNCAN SHEARD GLASS** Castle Chambers, 43 Castle Street, Liverpool, L2 9TL, (the "**Liquidator**");
- (3) **HALLS TRADING COMPANY LIMITED** (No. 6632448) a company registered in England and Wales with limited liability whose registered office is at c/o Halliwell's LLP, The Plaza, 100 Old Hall Street, Liverpool, L3 9TD ("**Halls Trading**");
- (4) **HALLS PROPERTY COMPANY LIMITED** (No. 6632411) a company registered in England and Wales with limited liability whose registered office is at c/o Halliwell's LLP, The Plaza, 100 Old Hall Street, Liverpool, L3 9TD ("**Halls Property**");
- (5) **MICHAEL ISHERWOOD HALL** of Cobweb Cottage, Pen Y Cefn Road, Caerwys, Mold, Clwyd, CH7 5BH ("**MH**"); and
- (6) **NIGEL HALL** of Acrefield, Babell, Holywell, Clwyd, CH8 8PZ ("**NH**").

WHEREAS

- (A) The Company has at the date hereof an authorised share capital of £25,000 divided into 20,000 preference shares and 5,000 ordinary shares of £1 each and all of which have been issued and credited as fully paid and are held by the Shareholders in equal shares.
- (B) The Company owns the Assets.
- (C) The Shareholders, being the holders of the entire issued share capital of the Company, desire, for commercial purposes, to wind up the Company and to authorise and instruct the Liquidator to transfer all of the Company's undertaking and assets pursuant to Section 110 Insolvency Act 1986 to Halls Trading and Halls Property on the terms set out in this Agreement in consideration of the issue of new shares in Halls Trading and Halls Property credited as fully paid to the Company for distribution by the Liquidator to the Shareholders in satisfaction of their respective rights in the Company.
- (D) Halls Trading and Halls Property have been incorporated to acquire the undertaking and assets of the Company on the terms of this Agreement.
- (E) Halls Trading was incorporated on 27 June 2008 and has an authorised share capital of £25,000 divided into 25,000 ordinary shares of £1 each two of which have been issued and are held by the Shareholders in equal shares.
- (F) Halls Property was incorporated on 27 June 2008 and has an authorised share capital of £25,000 divided into 25,000 ordinary shares of £1 each two of which have been issued and are held by the Shareholders in equal shares.
- (G) Tax clearances have been obtained from the Inland Revenue under Section 707 Income and Corporation Taxes Act 1988 and Section 138 Taxation of Chargeable Gains Act 1992.

NOW IT IS HEREBY AGREED as follows:

1 **Definitions**

In this Agreement unless the context otherwise requires:

1.1 the following expressions shall have the following meanings:

"Assets"

all of the Halls Trading Assets and the Halls Property Assets as at Completion,

"Assignment"

the assignment of the Crewe Depot in the form set out in Schedule 7;

"Completion"

the performance by the parties of their respective obligations pursuant to clause 5;

"Conditions"

the passing of the Ordinary Resolutions and the Special Resolution, the full, unconditional and irrevocable discharge of all charges registered at Companies House against the Company and the registration for VAT purposes of Halls Trading and Halls Property;

"Crewe Depot"

Units 5 and 6, Underwood Business Park, Underwood Road, Crewe being the property demised by a Lease dated 2nd November 2007 and made between (1) WM Ewington & Company Limited and (2) the Company,

"Freehold Properties"

the freehold property more particularly described in Part 1 of Schedule 5;

"Halls Trading Assets"

all the assets and rights of the Company at Completion as listed in clause 3.1.1 including those listed in Schedule 6;

"Halls Trading Business"

the business of the wholesale distribution dealing in beer, wine, spirits and ancillary products owned and operated by the Company;

"Halls Trading Contracts"

the contracts to which the Company is a party and which relate to the Halls Trading Business and are unperformed (wholly or partly) as at the Completion Date;

"Halls Trading Employees"

all the employees employed in the Halls Trading Business at Completion listed in Schedule 9;

"Halls Trading Goodwill"

the goodwill of Halls Trading Business and Halls Trading's right to use the name 'W Hall & Son (Holywell) Company Limited' and, for so long as Kingcask Limited remains on the Register of Companies a royalty free licence to use the name 'Kingcask' and to represent itself as operating the Halls Trading Business in succession to the Company;

"Halls Trading Intellectual Property Rights"

all Intellectual Property owned, used or required to be used by the Company in connection with the Halls Trading Business at Completion;

"Halls Trading Liabilities"

the following liabilities attributable to the Halls Trading Business existing as at Completion:

- (a) all amounts owing to trade creditors by the Company in connection with the Halls Trading Business as at Completion in respect of goods or services supplied to the Company before Completion (whether or not invoiced and whether or not due and payable at that time);
- (b) all liabilities and obligations under the Halls Trading Contracts (except for any liabilities or obligations attributable to a breach or some other act or omission on the part of the Company or its employees, agents or subcontractors of Halls Trading Contracts which are not contracts for the supply of drinks by the Company);
- (c) all liabilities in respect of the Halls Trading Employees arising from the transfer of their contracts of employment to Halls Trading under the Regulations; and
- (d) all liabilities in relation to the Crewe Depot transferred to Halls Trading by the Assignment;

"Halls Trading Trade Debtors"

all amounts owing to the Company by trade and other debtors in connection with the Halls Trading Business as at Completion in respect of goods or services supplied by the Company before Completion (which have been invoiced or which are not capable of being invoiced and whether or not due and payable at that time) and "Trade Debt" means any of those amounts;

"Halls Property Assets"

the Freehold Properties, the Leasehold Property and the benefit of any amount to which the Company is entitled from a person (including, without limitation, an insurer) in respect of damage to any of the Freehold Properties or the Leasehold Property and all other assets of the Company other than the Halls Trading Assets and the Halls Trading Business;

"Indemnity Period"

the period commencing on the date of this agreement and ending on the date of the final meeting of members of the Company under s.94 of the Insolvency Act 1986;

"Intellectual Property"

all intellectual property rights, including:

- (a) patents, trade marks, copyright, rights in designs, rights in inventions, database rights and topography rights (whether or not registered);
- (b) applications for any of the rights in (a) above, together with the right to apply for registration of such rights;
- (c) know-how, trade secrets, confidential information, technical information, customer and supplier lists and any other proprietary knowledge and/or information of whatever nature and howsoever arising,

together with any rights or types of protection of the same or of a similar nature to those listed in (a), (b) or (c) which may subsist anywhere in the world and in each case for their full term and/or effect;

"Leasehold Property"

the leasehold property more particularly described in Part 1 of Schedule 5

"Licence to Assign"

the licence to assign the Crewe Depot in the form set out in Schedule 8;

"Ordinary Resolutions"

the ordinary resolution of the Company, Halls Trading and Halls Property in the form of written resolutions set out in Schedules 1, 2 and 3 respectively;

"Premises Licences"

the premises licences referred to in Schedule 11;

"Regulations"

Transfer of Undertakings (Protection of Employment) Regulations 2006;

"Shareholders"

MH and NH;

"Special Resolution"

the special resolution of the Company contained in the form of written resolution set out in Schedule 4;

"VAT"

value added tax;

"VATA 1994"

Value Added Tax Act 1994;

- 1.2 words and expressions defined in the Companies Act 1985 or the Companies Act 2006 (as in force from time to time) (as amended) shall bear the meanings ascribed to them therein;
- 1.3 references to a statutory provision shall include any provision of which it is a re-enactment as well as all orders and regulations made pursuant to such provision and all modifications or re-enactments from time to time of such provisions, orders and regulations;
- 1.4 the Schedules shall for all purposes form part of this Agreement and the expression "this Agreement" shall include the Schedules;
- 1.5 references to Recitals, Clauses and Schedules are to the Recitals and Clauses of and Schedules to this Agreement;
- 1.6 all warranties, indemnities, covenants, agreements and obligations given or entered into by more than one person are given or entered into jointly and severally,
- 1.7 references to any of the masculine, feminine and neuter genders shall include the other genders and references to the singular number shall include the plural and vice versa;

- 1.8 the headings are inserted for convenience only and shall not affect the construction of this Agreement,
- 1.9 references to persons shall include firms, unincorporated bodies and corporations;
- 1.10 references in this Agreement to the Shareholders or either of them shall be construed as also meaning and extending to their respective successors, estates and personal representatives;
- 1.11 the expression "the Liquidator" shall include in addition to the person named in this Agreement any other or additional person or persons appointed or substituted as liquidator or joint liquidator of the Company and any indemnities given under this Agreement to the Liquidator shall also be given for the benefit of the estate and any personal representatives of any person who shall have been a liquidator or joint liquidator at any time after the date hereof;
- 1.12 the words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as the preceding words where a wider construction is possible; and
- 1.13 references to this Agreement or any other document or to any specified provision of this Agreement or any other document are to this Agreement, that document or that provision in force for the time being and as amended from time to time in accordance with the terms of this Agreement or that document or, as the case may be, with the agreement of the relevant parties.

2 Conditions

- 2.1 The obligations of the parties under this Agreement are conditional upon the fulfilment of the Conditions by close of business on the date of this Agreement.
- 2.2 The Shareholders shall exercise their respective voting rights in the Company and otherwise procure that the Conditions are fulfilled immediately following the execution of this Agreement.
- 2.3 If the Conditions are not fulfilled by close of business on the date of this Agreement, all obligations of the parties under this Agreement shall terminate and no party shall have any claim against the others under them (save in respect of any antecedent breach).

3 Sale of Shares and Assets

- 3.1 Subject to the fulfilment of the Conditions prior to close of business on the date of this Agreement:
- 3.1.1 the Company (acting by the Liquidator) shall sell to Halls Trading and Halls Trading shall purchase the Halls Trading Assets limited to:
- (a) the benefit of the Halls Trading Contracts;
 - (b) the Crewe Depot;
 - (c) the Halls Trading Goodwill;
 - (d) the Intellectual Property other than the Intellectual Property in the names "Royal Oak" and "The Fox" used in relation to the Freehold Properties referred to in paragraphs 2 and 3 of Part 1 of Schedule 5;
 - (e) the Halls Trading Trade Debtors,

- (f) the benefit of any amount to which the Company is entitled from a person (including, without limitation, an insurer) in respect of damage or injury to any of the Halls Trading Assets or in respect of any liability to any of the Employees but not further or otherwise; and
- (g) the bank accounts of the Company and any cash in hand other than the accounts and cash relating to the Freehold Properties referred to in paragraphs 2 and 3 of Part 1 of Schedule 5.
- (h) the Premises Licences, and
- (i) the equipment and vehicles listed in Schedule 6 and all stock of the Company at Completion.

3.1.2 the Company (acting by the Liquidator) shall sell to Halls Property and Halls Property shall purchase the Halls Property Assets and all other property and assets (if any) of the Company not included in the sale to Halls Trading pursuant to clause 3.1.1;

PROVIDED ALWAYS that and for the avoidance of doubt no specific liabilities of the Company shall transfer to Halls Trading or to Halls Property if such transfer would be in contravention of section 139 of the Taxation of Chargeable Gains Act 1992 and instead all such specific liabilities will remain as liabilities of the Company

- 3.2 The Freehold Properties and the Leasehold Property are transferred in accordance with the provisions of Part 2 and Part 3 (respectively) of Schedule 5 and the Crewe Depot is assigned subject to the terms of the Assignment.
- 3.3 Halls Trading and Halls Property shall accept without enquiry, requisition or objection such title as the Company may have in the Halls Trading Assets and the Halls Property Assets respectively and no warranty, term, representation or condition otherwise implied by law or statute shall be implied into the sale and purchase thereof under this Agreement.
- 3.4 Title to and risk attaching to the Assets shall pass on Completion.

4 Consideration

- 4.1 The consideration for the sale of the Halls Trading Assets shall be the allotment and issue credited as fully paid to the Company for distribution by the Liquidator to the Shareholders on Completion of 98 ordinary shares of £1 each in Halls Trading pro rata as between the Shareholders according to their respective rights to participate in a winding up of the Company to the effect that each Shareholder shall receive 49 ordinary shares in Halls Trading.
- 4.2 The consideration for the sale of the Halls Property Assets shall be the allotment and issue credited as fully paid to the Company for distribution by the Liquidator to the Shareholders on Completion of 100 ordinary shares of £1 each in Halls Property pro rata between the Shareholders according to their respective rights to participate in a winding up of the Company to the effect that each Shareholder shall receive 49 ordinary shares in Halls Property.

5 Completion

- 5.1 Completion shall take place at the offices of Halliwell's LLP, The Plaza, 100 Old Hall Street, Liverpool, L3 9TD or at such other place as the parties may agree immediately following the fulfilment of the Conditions when evidence of the

fulfilment of the Conditions shall be produced to the Liquidator and all of the following business shall be transacted

- 5.1.1 the Liquidator shall make available for collection by Halls Trading all of the Halls Trading Assets that are transferable by delivery;
 - 5.1.2 the Liquidator shall make available for collection by Halls Property all of the Halls Property Assets that are transferable by delivery (if any);
 - 5.1.3 the Company acting by the Liquidator shall complete the transfer of the Freehold Properties and the Leasehold Property to Halls Property in accordance with Parts 2 and 3 (respectively) of Schedule 5;
 - 5.1.4 the Company acting by the Liquidator shall complete the Assignment and hand over to Halls Trading an executed Assignment, the Licence to Assign, the Lease and all other leasehold deeds of the Crewe Depot;
 - 5.1.5 the Liquidator shall give to Halls Property an executed assignment of those Assets which are not transferable by delivery;
 - 5.1.6 the Company acting by the Liquidator and Halls Trading shall procure the transfer of all bank accounts of the Company to Halls Trading;
 - 5.1.7 the Liquidator shall give to Halls Trading an executed assignment of those Assets which are not transferable by delivery including an assignment of trade marks in the form set out in Schedule 10;
 - 5.1.8 the Company acting by the Liquidator shall procure a same day change of name of the Company to WSH Limited and shall deliver to Halls Trading on Completion a certified copy of minutes of a meeting of the Company at which it was resolved to change the name of the Company to WSH Limited and irrevocably and unconditionally consent to the Halls Trading changing its name to W. Hall & Son (Holywell) Limited following Completion;
 - 5.1.9 the Company acting by the Liquidator shall give to Halls Trading consents to the transfer of the Premises Licences, in the agreed form, signed by the Liquidator and shall co-operate with Halls Trading in connection with the transfer to it of the Premises Licences.
- 5.2 Immediately following completion of the matters referred to in clause 5.1.1 to 5.1.9 inclusive:
- (a) Halls Trading shall issue and allot 98 ordinary shares of £1 each in Halls Trading and deliver to the Liquidator share certificates in the respective names of the Shareholders for the number of ordinary shares of £1 each in Halls Trading to be issued to Company for distribution to the Shareholders in accordance with clause 4.1 of this Agreement;
 - (b) Halls Property shall issue and allot 98 ordinary shares of £1 each in Halls Property and deliver to the Liquidator share certificates in the respective names of the Shareholders for the number of ordinary shares of £1 each in Halls Property to be issued to Company for distribution to the Shareholders in accordance with clause 4.2 of this Agreement;

6 Issue of Shares in Halls Trading and Halls Property

- 6.1 The Liquidator shall distribute amongst the Shareholders the fully paid up ordinary shares in Halls Trading and Halls Property respectively to be issued to the Company in accordance with clauses 4.1 and 4.2 of this Agreement.
- 6.2 Each of the Shareholders agrees that the Liquidator, having distributed the fully paid up shares in Halls Trading and Halls Property to be issued pursuant to this Agreement in accordance with the provisions of clauses 4.1 and 4.2 shall not be liable for any misapplication or non-application of such shares as contemplated by this Agreement.
- 6.3 Halls Trading and Halls Property shall cause this Agreement to be filed with the Registrar of Companies pursuant to Section 88 of the Companies Act 1985 together with form 88(2)

7 Indemnity

- 7.1 Halls Trading shall assume responsibility for the Halls Trading Liabilities and shall indemnify the Liquidator, the Company, Halls Property and the Shareholders against each loss, liability and cost which the Company may incur in connection with the Halls Trading Liabilities.
- 7.2 Halls Property shall assume responsibility for all liabilities, creditors, accrued charges, outgoings and expenses owed or incurred by the Company at or before Completion (including without limitation any Corporation Tax, VAT, PAYE, National Insurance, Stamp Duty or Stamp Duty Land Tax or any other tax whatever) other than the Halls Trading Liabilities and shall indemnify the Liquidator, Halls Trading, the Company and the Shareholders against each loss, liability and cost which the Company may incur in connection with the same.
- 7.3 Halls Property and the Shareholders shall indemnify the Liquidator and Halls Trading and at all times keep the Liquidator and Halls Trading free and effectually indemnified against all debts, liabilities, actions, claims, demands, expenses, interest and all matters or things due, made, done or omitted or to become due or to be made, done or omitted by the Liquidator under the provisions of this Agreement or (save as expressly provided elsewhere in this Agreement) otherwise in respect of the liquidation of the Company and Halls Trading and Halls Property will pay and discharge the remuneration, costs and expenses of the Liquidator in equal shares.
- 7.4 Nothing in this Agreement or in any document executed pursuant hereto or in connection herewith shall impose any personal liability on the Liquidator (except in relation to wilful default or gross negligence by the Liquidator in the performance of any of her obligations hereunder).

8 Exclusion of Warranties and Indemnity

- 8.1 The Shareholders, Halls Trading and Halls Property each acknowledge and declare that they have entered into this agreement without reliance on any warranties, representations or statements made by the Company or the Liquidator.
- 8.2 No representation, warranty or condition, express or implied, statutory or otherwise is given by or on behalf of the Company or the Liquidator or by the employees, agents or advisors of the Company or the Liquidator or otherwise as to the title to or in, the value or the alienability of the Assets or to any encumbrances thereto.

- 8.3 The Shareholders, Halls Trading and Halls Property having made enquiries concerning or having been afforded an opportunity to make enquiries concerning the Assets and shall acquire (as they each hereby acknowledge) with full knowledge of the extent of all or any limitations, defects, encumbrances, matters circumstances concerning or affecting the Assets and confirm that they enter into this agreement solely as a result of such enquiries and on the basis of the terms of this agreement and not in reliance upon representations or warranties whether written or oral expressed or implied made by or on behalf of the Company or the Liquidator or their staff or agents or representatives or any of them.
- 8.4 It is agreed by the Shareholders, Halls Trading and Halls Property that the terms and conditions of, and the exclusions contained in this agreement are fair and reasonable in the content of a group reorganisation and liquidation where all the knowledge of the context, trading and history of the relevant entities lies with the Shareholders, Halls Trading and Halls Property.

9 Limitation

- 9.1 No claim shall lie against the Company or the Liquidator unless such claim is made in writing and served on the Liquidator by the end of the Indemnity Period and either:
- 9.1.1 the amount payable in respect of such claim is agreed by the Company (if it has not been dissolved) or the Liquidator within three months of the date of such notice, or
- 9.1.2 legal proceedings in respect of such claim are instituted by the Shareholders and/or Halls Trading and/or Halls Property and served on the Company (if it has not been dissolved) or the Liquidator within three months of the date of such notice.

This clause 9 shall not apply to any claims against the Liquidator which may arise by reason of her failure to exercise their powers or perform her duties with the degree of care, prudence and diligence required or expected of her as a professional insolvency practitioner. The carrying out of the provisions of and the transactions contemplated by this agreement and any agreement referred to herein in accordance with their respective terms or any agreed variation thereof and the negotiation of and entry into this agreement.

10 Value Added Tax

- 10.1 The consideration for the Assets pursuant to this Agreement shall be taken to be exclusive of VAT (if applicable) and any VAT chargeable in respect of the matters giving rise to the consideration shall be added thereon and paid in cash in addition thereto.
- 10.2 The parties acknowledge and agree that it is considered that Section 49(1) VATA and Article 5 of the Value Added Tax (Special Provisions) Order 1995 will apply to the sale and purchase of the Assets, so that the transactions are treated as transfers of going concerns Accordingly:
- 10.2.1 the Company, Halls Trading and Halls Property shall give notice of such transfers to HM Customs & Excise as required by law;
- 10.2.2 save in respect of the period during which the Liquidator is obliged to retain the financial and trading records of the Company under the

Insolvency Regulations 1994, the Company shall deliver to Halls Property all records referred to in Section 49(1)(b) VATA together with all other records and books of account of the Company and Halls Property hereby undertakes to preserve such records as are so delivered for such as may be required by law and in any event for a period of not less than 6 years and, during that period, to permit the Liquidator, the Company and Halls Trading and their respective agents at all reasonable times to inspect such records and (at their own expense) to take copies of such records;

10.2.3 the Company, Halls Trading and Halls Property shall use all reasonable endeavours to secure that pursuant to the provisions referred to above the sale of the Halls Trading Assets and the Halls Property Assets hereunder is treated as neither a supply of goods nor a supply of services for VAT purposes;

10.2.4 if notwithstanding the provisions referred to above, any VAT shall be payable on the sale hereunder, Halls Trading and Halls Property shall pay to the Liquidator such tax and any penalty or interest incurred by the Company for late payment thereof (save to the extent that such penalty or interest is attributable to delay in payment by the Company or the Liquidator), Halls Trading and Halls Property to make such payment on payment by the Company or (if later) delivery by the Company to Halls Trading and Halls Property of tax invoices in respect thereof,

10.2.5 no re-allocation of the Company's VAT registration number to either Halls Trading or Halls Property shall be applied for.

11 **Contracts**

11.1 With effect from the date of Completion, Halls Trading shall perform all the Company's obligations under the Halls Trading Contracts (except for any obligations arising attributable to a breach or some other act or omission on the part of the Company or its employees, agents or subcontractors of Halls Trading Contracts which are not contracts for the supply of drinks by the Company).

11.2 The Company acting by the Liquidator shall on the Completion date assign to the order of Halls Trading or procure the assignment to the order of Halls Trading of the Halls Trading Contracts which are capable of assignment without the consent of other parties provided that save as set out in Clause 11.1 such assignment shall not impose liability upon Halls Trading in respect of obligations or liabilities arising before the Completion Date

11.3 In so far as the Halls Trading Contracts cannot effectively be assigned to Halls Trading without the consent of a third party or except by an agreement of novation then:

11.3.1 Halls Trading shall use all reasonable endeavours to obtain such consent or to procure a novation provided that no such assignment or novation imposes any liability (save as set out in Clause 11.1) upon Halls Trading in respect of obligations or liabilities arising before the Completion Date and

11.3.2 unless and until such consent is obtained or the Halls Trading Contracts are assigned or novated Halls Trading shall for its own benefit and to the extent that the Halls Trading Contracts permit perform on behalf of

the Company all the obligations of the Company arising after Completion (except for any obligations, save as set out in Clause 11.1, arising attributable to a breach or some other act or omission on the part of the Company or its employees, agents or subcontractors) and indemnify the Company against all actions proceedings costs claims damages demands suits and liabilities whatsoever which may be incurred by the Company as a result of any act neglect default or omission on the part of Halls Trading to do so.

12 Employees

- 12.1 The parties acknowledge and agree that the transfer of the Halls Trading Business to Halls Trading is a "relevant transfer" within the meaning of the Regulations.
- 12.2 Halls Trading shall indemnify the Company against each loss, liability and cost which the Company may incur in connection with the transfer of the Halls Trading Employees .

13 Further Assurance

- 13.1 Notwithstanding Completion the Company and the Liquidator shall from time to time execute and do or procure to be executed and done all documents, acts and things as may be necessary or requisite effectually to vest in Halls Trading and Halls Property the Halls Trading Assets and the Halls Property Assets in accordance with the terms of this Agreement.
- 13.2 Each of the Shareholders undertakes to the Company and to the Liquidator to use his powers and rights and as a director and/or shareholder of Halls Trading and Halls Property to procure the due performance by Halls Trading and Halls Property of their respective obligations under this Agreement

14 General

- 14.1 No announcement shall be made in respect of the subject matter of this Agreement unless specifically agreed between the parties or it is an announcement required by law
- 14.2 Save for costs incurred by either or both of the Shareholders in relation to their own positions which costs shall be borne by the Shareholder incurring them, all expenses including all fees of agents, representatives, solicitors and accountants in connection with the negotiation, preparation or execution of this Agreement and ancillary documents, shall be borne by Halls Trading and Halls Property in equal shares.
- 14.3 Save as expressly stated to the contrary in this Agreement time shall be of the essence of this agreement, both as regards the dates and periods specifically mentioned and as to any dates and periods which may be substituted by agreement in writing between or on behalf of the parties hereto.
- 14.4 Any notice required to be given by any of the parties under this Agreement shall be deemed to be duly given if it, or the envelope containing it, identifies the party to whom it is intended to be given as the addressee and:
 - 14.4.1 it is delivered by being handed personally to the addressee (or, in the case of the Company, Halls Trading or Halls Property, any one of its directors), or

14.4.2 it is delivered by being left in a letter box or other appropriate place for the receipt of letters at the addressee's authorised address; or

14.4.3 the envelope containing the notice is properly addressed to the addressee at his authorised address and duly posted by recorded delivery first class mail or the notice is duly transmitted to that address by facsimile transmission;

and, in proving the giving or service of such notice it shall be conclusive evidence to prove that the notice was duly given within the meaning of this clause 14.4. The fact that the intended recipient of a notice shows that he did not receive the same, whether or not that fact was known to the giver of the notice, shall not derogate from the effectiveness in law of the service as provided by this clause

14.5 For the purposes of clause 14.4 the authorised address of each of the Shareholders and the Liquidator shall be his respective address as set out in this Agreement and the authorised address of the Company, Halls Trading and Halls Property shall be the address of its respective registered office for the time being at such address.

14.6 Any notice duly given within the meaning of Clause 14.4 shall be deemed to have been both given and received:

14.6.1 if it is delivered in accordance with Clause 14.4.1 or Clause 14.4 2, on such delivery,

14.6.2 if it is duly posted or transmitted in accordance with clause 14.4.3 on the second business day after the day of posting or in the case of a facsimile transmission upon receipt of a transmission report.

14.7 This Agreement (together with all documents which are required by its terms to be entered into) sets out the entire agreement and understanding between the parties in connection with the matters contemplated by this Agreement.

14.8 No purported alteration of this Agreement shall be effective unless it is in writing, refers specifically to this Agreement, and is duly executed by each party hereto.

14.9 Each provision of this Agreement is severable and distinct from the others. The parties intend that every such provision shall be and remain valid and enforceable to the fullest extent permitted by law. If any such provision is or at any time becomes to any extent invalid, illegal or unenforceable under any enactment or rule of law, it shall to that extent be deemed not to form part of this Agreement but (except to that extent in the case of that provision) it and all other provisions of this Agreement shall continue in full force and effect and their validity, legality and enforceability shall not be thereby affected or impaired.

14.10 This Agreement maybe entered into in the form of counterparts each executed by one of the parties but, taken together, executed by all parties and, provided that all parties so enter into the Agreement, each of the executed counterparts, when duly exchanged or delivered, shall be deemed to be an original, but, taken together, shall constitute one instrument.

15 This Agreement shall be governed by and construed in accordance with English Law and the parties hereto hereby submit to the non-exclusive jurisdiction of the High Court of Justice in England.

IN WITNESS whereof this Agreement has been executed as a deed the day and year first before written.

Schedule 1

Company number: 403308

PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTION

of
W. HALL & SON (HOLYWELL) LIMITED ("the Company")

Circulation date: [1 2008

In accordance with the provisions of Chapter 2 of Part 13 Companies Act 2006, the following resolutions are proposed as special resolutions of the Company:

Ordinary Resolution

For the purposes of Section 190 Companies Act 2006:

1. The acquisition by Halls Property Company Limited of the freehold property owned and operated by the Company pursuant to the terms of an agreement a copy of which is attached hereto and marked "A" be and is hereby approved; and
2. The acquisition by Halls Trading Company Limited of the business and assets of the wholesale drinks distribution business owned and operated by the Company pursuant to the terms of an agreement a copy of which is attached hereto and marked "A" be and is hereby approved.

Please read the notes at the end of this document before signifying your agreement to the resolutions.

The undersigned, being the only persons eligible to vote on the above resolutions on [] 2008 hereby irrevocably agree to each of those resolutions.

Michael Isherwood Hall

.....
Date

Nigel Hall

.....
Date

Schedule 2

Company number: 6632448

PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTIONS
of
HALLS TRADING COMPANY LIMITED ("the Company")
Circulation date: [] 2008

In accordance with the provisions of Chapter 2 of Part 13 Companies Act 2006, the following resolution is proposed as an ordinary resolution of the Company:

Ordinary Resolution

For the purposes of Section 190 Companies Act 2006 the acquisition by the Company of the business and assets of the wholesale drinks distribution business owned and operated by W. Hall & Son (Holywell) Limited pursuant to the terms of an agreement a copy of which is attached hereto and marked "A" be and is hereby approved.

Please read the notes at the end of this document before signifying your agreement to the resolutions.

The undersigned, being the only persons eligible to vote on the above resolutions on [] hereby irrevocably agree to each of those resolutions.

.....
Michael Isherwood Hall

.....
Date

.....
Nigel Hall

.....
Date

Schedule 3

Company number: 6632411

PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTIONS
of
HALLS PROPERTY COMPANY LIMITED ("the Company")
Circulation date: [] 2008

In accordance with the provisions of Chapter 2 of Part 13 Companies Act 2006, the following resolution is proposed as an ordinary resolution of the Company.

Ordinary Resolution

For the purposes of Section 190 Companies Act 2006 the acquisition by the Company of the freehold property owned and operated by W. Hall & Son (Holywell) Limited pursuant to the terms of an agreement a copy of which is attached hereto and marked "A" be and is hereby approved.

Please read the notes at the end of this document before signifying your agreement to the resolutions.

The undersigned, being the only persons eligible to vote on the above resolutions on [] hereby irrevocably agree to each of those resolutions.

.....
Michael Isherwood Hall ..

Date ..

.....
Nigel Hall ..

Date ..

Schedule 4

Company number: 403308

PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTIONS
of
W. HALL & SON (HOLYWELL) LIMITED ("the Company")

Circulation date: [] 2008

In accordance with the provisions of Chapter 2 of Part 13 Companies Act 2006, the following resolutions are proposed as special resolutions of the Company:

Special Resolutions

- 1 **THAT** the Company be wound up voluntarily
- 2 **THAT** Jean Ellis of Duncan Sheard Glass be and is hereby appointed Liquidator for the purpose of winding up the Company's affairs and distributing its assets.
- 3 **THAT** the remuneration of the Liquidator be fixed on the basis of the time spent by her and members of her staff and she be and is hereby authorised to draw such remuneration as and when she shall determine.
- 4 **THAT** the Liquidator be and is hereby authorised and instructed pursuant to Section 110 Insolvency Act 1986 in consequence of the liquidation of the Company to enter into an agreement in the form attached hereto and marked "A" (the "**Agreement**") and to transfer part (as described in the Agreement) of the Company's undertaking to Halls Trading Company Limited and part (as described in the Agreement) of the Company's undertaking to Halls Property Company Limited in consideration of the issue of new shares in Hall Trading Company Limited and Halls Property Company Limited to the Company credited as fully paid for distribution by the Liquidator to the members of the Company in satisfaction of their respective rights in the Company

Please read the notes at the end of this document before signifying your agreement to the resolutions.

The undersigned, being the only persons eligible to vote on the above resolutions on [] 2008 hereby irrevocably agree to each of those resolutions.

.....
Michael Isherwood Hall

.....
Date

.....
Nigel Hall

.....
Date

Schedule 5

Part 1

Freehold Properties Transferring to Halls Property Company Limited

- 1 Holywell - land at Greenfield Road, Holywell, Flintshire including The Royal Oak - Greenfield Road, Holywell, Flintshire, and
- 2 The Fox Inn - Ysceifiog, Holywell, Flintshire

which said Freehold Properties are more particularly described in the agreed form of transfer.

Leasehold Property Transferring to Halls Property Company Limited

- 1 Llandudno - premises known as land on the south side of Council Street West, Llandudno

Part 2

Provisions relating to the transfer of the Freehold Properties

Interpretation

The definitions and rules of interpretation in this clause apply in this Part 2 of Schedule 5.

Halls Property: Halls Property Company Limited

Part 1 Conditions: the conditions in Part 1 of the Standard Commercial Property Conditions (Second Edition) and **Condition** means any one of them.

Part 2 Conditions: the conditions in Part 2 of the Standard Commercial Property Conditions (Second Edition).

Company: The Company acting by the Liquidator

Standard commercial property conditions

The Part 1 Conditions are incorporated in this agreement so far as they:

- apply to a sale by private treaty;
- relate to freehold land;
- are not inconsistent with the other clauses in this agreement or clauses in this Part 2 of Schedule 5; and
- have not been modified or excluded by the other clauses in this agreement or clauses in this Part 2 of Schedule 5

The Part 2 Conditions are not incorporated into this Part 2 of Schedule 5.

The following Conditions shall not apply:

- Condition 1.1.4(a),
- Condition 2;
- Conditions, 3 2 1 and 3.3;
- Conditions 6.1, 6.2, 6.3, 6 6 2, 6 6.3 and 6.6.4;
- Conditions 7 1 1, 7.1.2, 7.1 3 and 7.1.4;
- Condition 10; and

- Condition 11

The Conditions shall be amended as follows:

- the definition of "conveyancer" in Condition 1.1.1(f) shall be construed as referring to the Halls Property's Solicitors and/or the Company's Solicitors, as the context requires;
- the definition of "completion date" in Condition 1.1.1(d) shall be construed as a reference to the date of Completion

Sale and purchase

The Company shall sell or procure the sale to Halls Property of each of the Freehold Properties.

In respect of each of the Freehold Properties, Halls Property cannot require the Company to

- transfer it or any part of it to any person other than Halls Property;
- transfer it in more than one parcel or by more than one transfer; or
- apportion the Purchase Price between different parts of it

Vacant possession

The Freehold Properties are sold with vacant possession on Completion save that:

- (i) part of the freehold property at Holywell known as The Royal Oak is sold subject to and with the benefit of a tenancy made the 17 September 2007 between the Company (1) and Alan Wilfred George Newall and Gwyneth Margaret Newall (2);
- (ii) the freehold property known as The Fox Inn is sold subject to and with the benefit of a tenancy made the 1 November 2007 between the Company (1) and Trevor Bradford and Vanessa Eaton (2).

Deducing title

Title to each of the Freehold Properties has been deduced to Hall's Property's Solicitors before the date of this agreement

Halls Property is deemed to have full knowledge of the title to each of the Freehold Properties and is not entitled to raise any objection, enquiry or requisition in relation to them.

Title guarantee

On the Completion Date, the Company shall transfer or procure the transfer of each of the Freehold Properties with no title guarantee.

Matters affecting the property

Each of the Freehold Properties is sold free from financial charges but subject to:

- (i) The matters disclosed in replies (if any) to enquiries before contract raised by Halls Property's Solicitors
- (ii) All public or private rights of way water drainage sewerage telephone and telegraphic services electricity and gas supplies watercourses and all rights of light and air and all other easements and quasi or purported easements rights and privileges (if any) affecting the Freehold Properties and any liability to repair or contribute to the repair of roads ways passages sewers gutters drains (and connected manholes) cables wires poles conduits water or gas mains or apparatus fences and other like matters without obligation on the Company to provide evidence of the creation of or to define or apportion such liability

- (iii) All actual or proposed resolutions charges notices orders restrictions agreements schemes or plans under any planning legislation or scheme and any bye-laws building regulations or statutory provisions affecting the Freehold Properties or any part thereof whether of a general or local or specific application
- (iv) All local land charges whether registered or not before the date of this Agreement and all matters capable of registration as local land charges whether or not actually so registered
- (v) Any of the unregistered interests which override and which are included in schedules 1 and 3 (as amended by schedule 12) of the 2002 Act and Halls Property shall take the Freehold Properties subject to all such matters (if any) which are now subsisting and the Company shall not be required to give any evidence or information as to the existence or otherwise of any such matters
- (vi) The matters contained mentioned or referred to in the property and charges registers of title numbers:
 - (A) WA385905;
 - (B) WA393862;
 - (C) WA422235; and
 - (D) WA533875
- (vii) The matters contained mentioned or referred to in the conveyances referred to in the agreed form of transfer.
- (viii) Halls Property acknowledges that it has made all searches enquiries and inspections which a prudent buyer would make and buys subject to any matters which are or would be revealed
- (ix) Halls Property shall be deemed to purchase with full knowledge and notice of the matters referred to in this clause and shall not raise any objection or requisition in respect of the same]

Transfer

The transfer of the Freehold Properties shall be:

- in the agreed form; and
- prepared and executed in duplicate, the duplicate to be retained by the Company

Completion

Completion of the sale and purchase of the Freehold Properties shall take place on Completion.

Part 3

Provisions relating to the transfer of the Leasehold Property

Interpretation

The definitions and rules of interpretation in this clause apply in this Part 3 of Schedule 5.

Halls Property: means in respect of the Crewe Depot, Halls Trading and in respect of the Llandudno Property, Halls Property.

Landlord: in respect of each of the Leasehold Property, the person or persons from time to time entitled to the reversion (whether immediate or not) expectant upon the termination of the Lease of the Leasehold Property.

Lease Transfer Date: in respect of the Leasehold Property, the Completion Date.

Lease: means the Lease and any deed and documents supplemental to or ancillary thereto by virtue of which the Company holds the Leasehold Property details of which are specified in the agreed form assignment.

Licence: the consent of the Landlord authorising a transfer or an assignment of the residue of the term of the Leasehold Property to Halls Property in accordance with and pursuant to the terms of the Lease to which the consent relates, such consent being evidenced in a written, formal licence to assign, dated and being obtained free from unreasonable conditions, signed or executed by or on behalf of all of the parties to it

Part 1 Conditions: the conditions in Part 1 of the Standard Commercial Property Conditions (Second Edition) and **Condition** means any one of them.

Part 2 Conditions: the conditions in Part 2 of the Standard Commercial Property Conditions (Second Edition)

Company: the Company (acting by the Liquidator).

Standard commercial property conditions

The Part 1 Conditions are incorporated in this agreement so far as they:

- apply to a sale by private treaty;
- are applicable to leasehold land;
- are not inconsistent with the other clauses in this agreement or clauses in this Part 4 of Schedule 5; and
- have not been modified by the other clauses in this agreement or clauses in this Part 4 of Schedule 5.

The Part 2 Conditions are not incorporated into Part 4 of Schedule 5.

The following Conditions shall not apply

- Condition 1 1.4(a);
- Condition 2,
- Conditions 3.2.1 and 3.3;
- Conditions 6.1, 6 2, 6.3, 6.6.2, 6 6 3 and 6.6.4;
- Conditions 7.1 2 and 7.1.3;
- Condition 10.3; and
- Condition 11.
-

The Conditions shall be amended as follows:

- the definition of "conveyancer" in Condition 1.1.1(f) shall be construed as referring to Halls Property's Solicitors and/or the Company's Solicitors, as the context requires;
- the definition of "completion date" in Condition 1.1.1(d) shall be construed as a reference to the Lease Transfer Date

Sale and purchase

Subject to this Part 4 of Schedule 5, the Company shall sell or procure the sale to Halls Property of the Leasehold Property. The consideration for the sale of the Leasehold

Property is the assumption by Halls Property of the covenants on the part of the tenants of the Leasehold Property.

In respect of the Leasehold Property, Halls Property cannot require the Company to:

- transfer or assign it or any part of it to any person other than Halls Property;
- transfer or assign it in more than one parcel or by more than one transfer; and
- apportion the Purchase Price between different parts of it.

Vacant possession

The Leasehold Property is sold with vacant possession on Completion.

Deducing title

Title to the Leasehold Property has been deduced to Halls Property's Solicitors before the date of this agreement

Halls Property is deemed to have full knowledge of the title to the Leasehold Property and is not entitled to raise any objection, enquiry or requisition in relation to any of them.

Title guarantee

On the Lease Transfer Date, the Company shall transfer or assign, or procure the transfer or assignment of the Leasehold Property with no title guarantee.

Matters affecting the property

Each of the Leasehold Property is sold free from financial charges but subject to:

- (x) The matters disclosed in replies (if any) to enquiries before contract raised by Halls Property
- (xi) All public or private rights of way water drainage sewerage telephone and telegraphic services electricity and gas supplies watercourses and all rights of light and air and all other easements and quasi or purported easements rights and privileges (if any) affecting the Leasehold Property and any liability to repair or contribute to the repair of roads ways passages sewers gutters drains (and connected manholes) cables wires poles conduits water or gas mains or apparatus fences and other like matters without obligation on the Company to provide evidence of the creation of or to define or apportion such liability
- (xii) All actual or proposed resolutions charges notices orders restrictions agreements schemes or plans under any planning legislation or scheme and any bye-laws building regulations or statutory provisions affecting the Leasehold Property or any part thereof whether of a general or local or specific application
- (xiii) All local land charges whether registered or not before the date of this Agreement and all matters capable of registration as local land charges whether or not actually so registered
- (xiv) Any of the unregistered interests which override and which are included in schedules 1 and 3 (as amended by schedule 12) of the 2002 Act and Halls Property shall take the Leasehold Property subject to all such matters (if any) which are now subsisting and the

Company shall not be required to give any evidence or information as to the existence or otherwise of any such matters

- (xv) The covenants and conditions the past lease contained or referred to in the Leases
- (xvi) Halls Property acknowledges that it has made all searches enquiries and inspections which a prudent buyer would make and buys subject to any matters which are or would be revealed
- (xvii) Halls Property shall be deemed to purchase with full knowledge and notice of the matters referred to in this clause and shall not raise any objection or requisition in respect of the same

Transfer

The transfer or assignment of the Leasehold Property shall be:

- in agreed form; and
- prepared and executed in duplicate, the duplicate to be retained by the Company.

Completion

Completion of the sale and purchase of the Leasehold Property shall take place on Completion

Description	Purchase date	Reg No	Actual age of vehicle	Location	Completion Value	SAB Valuation	Comment
Tanker CB 358 CB390	Pre 1999 Pre 1999 Pre 1999	N/A					
Ford Transit Van Iveco 17 ton	Pre 1999 1999	K621 RJR	1992	Liverpool	nil	nil	
Iveco 140 E18 Curtainsider	20/09/2000	L814 DINC	1993	Hollywell	nil	nil	
Iveco 140 E18 Box van	26/04/2001	M295 LBC	1994	Hollywell	£650 00	£650 00	
Ford Transit Van	17/08/2001	M804 HAD	1994	Hollywell	£650 00	£650 00	
Iveco 7.5 ton	06/03/2002	S244 RKU	1998	Congleton	£250 00	£250 00	
Beeston Curtainsider body	pre 99	M785 ASM	1994	Congleton	£500 00	£500 00	
Escort	2002	M804 HAD	1994	Hollywell	£200 00	£200 00	
Ford Transit Van	01/08/2003	N715 FTU	1995	Pool Hollywell	£200 00	£200 00	
Ford Transit 350LWB	06/06/2004	W261 NBR	2000	Crewe	£4,000 00	£1,000 00	
Iveco box lorry	01/07/2004	X349 MEN	2000	Liverpool	£1,000 00	£1,000 00	
Ford Transit 190LWB	23/11/2004	R322 AVV	1997	Hollywell	£1,000 00	£1,000 00	
Ford Transit	01/02/2005	S568 SND	1998	Chester	£1,000 00	£800 00	
Ford focus	01/06/2005	ND51 WCF	2001	Congleton	£2,000 00	£1,500 00	
Ford transit 350LWB	01/06/2005	NK52 AUF	2002	G Poole	£2,400 00	£2,000 00	
Ford focus	01/08/2005	NJ52 UMY	2002	Crewe	£2,000 00	£2,000 00	
Ford Transit	01/03/2006	ND03 XVA	2003	E McHugh	£3,000 00	£2,500 00	
Iveco euro cargo 130E15	24/08/2006	NG03 UUW	2003	Congleton	£3,000 00	£2,500 00	
LDV Van	10/10/2006	R623 LUG	1997	Hollywell	£1,750 00	£1,750 00	
Ford Mondeo	15/01/2007	FJ53 WUL	2003	Hollywell	£2,750 00	£2,000 00	
Iveco euro cargo 75 E17	18/03/2007	Y154 KCO	2004	G Parkin	£4,500 00	£3,000 00	
ERF PJLH Curtain side	26/03/2007	SL02 DXR	2002	Hollywell	£5,250 00	£5,250 00	
Ford Transit LWB TD	23/04/2008	DX51 UEL	2001	Hollywell	£12,000 00	£12,000 00	
		X269 X44	2000	Hollywell	£3,000 00	£2,000 00	
				Totals	£51,100 00	£42,750 00	
Gwynedd Forklift							
Gwynedd Forklift					£400 00	£400 00	
Compressor					£700 00	£700 00	
GWL FLCH					£2,000 00	£2,000 00	
Fork Lift Truck					£1,750 00	£1,750 00	
Hyster diesel Counter balance FLT	01/07/2003				£1,750 00	£1,750 00	
Vehicle jet spray Cleaner	01/06/2008				£4,000 00	£1,750 00	
					£500 00	£500 00	
					£11,100 00	£8,850 00	

£2900 Not agreed as we have used Lanseng Lindy secondhand value guide

Agreed

W HALL AND SON (HOLYWELL) LIMITED

FIXED ASSETS AND DEPRECIATION SCHEDULE FOR THE YEAR ENDED 30 JUNE 2008

Plant - value has only been put on larger items						
Description	Purchase Date	Location	Completion Value			
Hyster						
Arc Weld						
Fork Lift						
Time Clock						
Fork Lift						
Lansing						
Fork Lift						
Shredder						
Petrol Pump						
Radios						
Crewe						
Crewe						
Heater						
Safe						
Hoover						
Fork Lift						
Pallet Truck						
Space Heat						
Desk						
Hoover						
Fire Ext						
Fork Lift AL						
TDC Vacuum						
Copier CH						
Photocopier SN						
Fan						
Cash Reg						
Alarm						
Jet Wash (CH)						
Sharrratt						
Heaton						

W HALL AND SON (HOLYWELL) LIMITED

FIXED ASSETS AND DEPRECIATION SCHEDULE FOR THE YEAR ENDED 30 JUNE 2008

Plant - value has only been put on larger items					
Description	Purchase Date	Location	Completion Date		
Sanders					
AL PC					
CB464 Lincoln					
AAPC					
AL PC					
Viking					
Gwynedd Forklift			400		
Gwynedd Forklift			700		
mi pc					
cb717					
Linney					
Pentlan					
Compressor			2000		
Gwynedd Forklift					
CB928					
CB962					
New Office					
GWL FL CH			1750		
SN PC					
Pallet Truck	May-03				
Fork Lift Truck	Jul-03		1750		
Water Pump	Sep-03				
Pallet Truck	Sep-03				
Security Cameras	Jul-03				
Dragon Fly Bufling M/c	Feb-05				
Diesel Pump	Jun-05				
Hyster Diesel Counter Balance Fork Lift Truck	Aug-05		4000		
CCTV System-Holywell	Sep-06				
Vehicle Jet Spray Cleaner	Aug-07		500		
Jig Saw Cutter	Jun-08				
		Total	11,100		

W HALL AND SON (HOLYWELL) LIMITED

FIXED ASSETS AND DEPRECIATION SCHEDULE FOR THE YEAR ENDED 30 JUNE 2008

Computer & Office Equipment - £15,000 in total						
Description	Purchase Date	Location	Completion Date			
Main Comp	pre 1999					
Lazer	pre 1999					
Photocopy	pre 1999					
Vale	pre 1999					
Acoustic	pre 1999					
Brother	pre 1999					
O/L Sys	pre 1999					
Slip OL	pre 1999					
Slip MI	pre 1999					
Slip SN	pre 1999					
SNOW	pre 1999					
CCBS O/L	pre 1999					
CCBS	pre 1999					
CCBS	pre 1999					
New Prog	pre 1999					
MEM UPGR	pre 1999					
AA PC	pre 1999					
PROG&HD	pre 1999					
CCBS	pre 1999					
CCBS	pre 1999					
Printers	pre 1999					
KI Screen	pre 1999					
Scanner	pre 1999					
Computer	pre 1999					
HTS Price	pre 1999					
New Prog	pre 1999					
CB 394	pre 1999					
GLOBUS	pre 1999					
CCBS	pre 1999					
CCBS	pre 1999					
CCBS	pre 1999					

W HALL AND SON (HOLYWELL) LIMITED

FIXED ASSETS AND DEPRECIATION SCHEDULE FOR THE YEAR ENDED 30 JUNE 2008

Computer & Office Equipment - £15,000 in total				
Description	Purchase Date	Location	Completion Value	
CCBS	pre 1999			
CCBS	pre 1999			
CCBS				
CCBS - various comp equip				
CCBS - OKI Parallel Printer	31.03 00			
CCBS Upgrade network & software system	19 04 00			
CCBS OKI 320 Printer	17 01 00			
O/World - 507DX Computer	19.07 00			
CCBS				
Heatons				
CCBS DU				
CCBS - Mailshot Module & Implementation	13.12 00			
CCBS - SS Stocktake Module & Implementation	26.03 01			
CCBS - 24 Gbyte DAT Drive	30.07 01			
CCBS - 1000 APC UPS	25.07.01			
Emachines 120 C850 PC REA	22 08 01			
CB811 calc				
CCBS snap - Network Installation	08 05 01			
CCBS - Acer Power SC PC	04 07 02			
CCBS - Acer Power SC PC	09.10 02			
CCBS - Acer Power SC Workstation	23 12.02			
CCBS OKI 320 Printer	23 12 02			
New Cabling	31 07 00			
CCBS	May-03			
CCBS - OKI 320 Printer	Jun-03	Holywell		
CCBS - Sharp Digital Copier (s/n 380015830)	May-03	Congleton		
Brother Laser Printer HL5140	Feb-04	Holywell		
Time Lapse Security Video	May-04	Holywell		
APC Smart-Ups SUA10001	Jun-04	Holywell		
Acer Veriton 3600 GT PC Install & Set up	Oct-04	C & C Holywell		
2 X Dell Optiplex desktop computers	Jun-05	Holywell		
5 X Brother HL5150D laser printers	Jun-05	Holywell		

W HALL AND SON (HOLYWELL) LIMITED

FIXED ASSETS AND DEPRECIATION SCHEDULE FOR THE YEAR ENDED 30 JUNE 2008

Computer & Office Equipment - £15,000 in total					
Description	Purchase Date	Location	Completion Value		
CCBS Computer Upgrade - July 2005	Jul-05	Holywell			
CCBS Computer Upgrade - July 2005	Jul-05	Holywell			
Dell Optiplex desktop computer July 2005	Jul-05	Holywell			
Toshiba M70-337 PM 735 Laptop - C Hall/PC World - Mar 06	Mar-06				
CCBS - cer Memory for server - April 2007	Apr-07				
Brother HL-5250DN Mono Laser Printer - June 2007	Jun-07	K6J669203			
Brother Laser Fax - June 2007	Jun-07	D7J640248			
CCBS - July 2007	Jul-07				
3 X Dell Optiplex desktop computer - July 2007	Jul-07				
CCBS Wireless LAN Bridge - July 2007	Jul-07				
CCBS - Aug 2007	Aug-07				
CCBS - Sep 2007 Routing Module	Sep-07				

Dated

2008

- (1) **W Hall & Son (Holywell) Limited**
in voluntary liquidation
- (2) **Halls Trading Company Limited**

DEED OF ASSIGNMENT

relating to

Premises at Units 5 & 6 Underwood Industrial Park, Crewe

Halliwells

THIS ASSIGNMENT is made

2008

BETWEEN:

- (1) **W Hall & Son (Holywell) Limited** (Company number 403308) whose registered office is at St Winifreds Mineral Water Works, Greenfield Road, Holywell, Flintshire CH8 7NX (the "**Assignor**") in voluntary liquidation acting by Jean Ellis of Duncan Sheard Glass Castle Chambers 43 Castle Street Liverpool L2 9TL ("the Liquidator") and
- (2) **Halls Trading Company Limited** (Company number 6632448) whose registered office is at C/O Halliwells LLP, The Plaza 100 Old Hall Street, Liverpool L3 9TD (the "**Assignee**")

THIS DEED WITNESSES as follows

1 Definitions and interpretation

- 1.1 In this deed unless the context otherwise requires the following words and expressions shall have the following meanings:

"Lease"

a lease of the Premises particulars of which are set out in the schedule

"Term"

the term of years demised by the Lease (including any period of holding over or continuation or extension thereof whether by statute or common law)

"Premises"

the premises known as Units 5 & 6 Underwood Industrial Park, Crewe which premises are more fully described in the Lease

"Tenant Covenants"

the covenants agreements and conditions contained in the Lease (including those contained in any document supplemental or ancillary to it) to be observed and performed by the tenant

"1994 Act"

the Law of Property (Miscellaneous Provisions) Act 1994

"1995 Act"

the Landlord and Tenant (Covenants) Act 1995

- 1.2 In this deed unless the context otherwise requires:

1.2.1 words importing any one gender include either other gender and words importing the singular number include the plural and vice versa

1.2.2 words importing persons include firms companies and corporations and vice versa

1.2.3 where any obligation is undertaken by two or more persons jointly they shall be jointly and severally liable in respect of that obligation

- 1.3 The clause headings in this deed are for convenience only and shall not affect its meaning

2 **Title**

- 2.1 By the Lease the Premises were demised to the Assignor for the Term
- 2.2 The Premises remain vested in the Assignor for the unexpired residue of the Term subject to the Tenant Covenants but otherwise free from incumbrances
- 2.3 The Assignor has agreed to assign the Lease to the Assignee for the residue of the Term in consideration of the covenant on the part of the Assignee contained in clause 5
- 2 4 The consent of the landlord has been obtained as required by the Lease

3 **Assignment**

Pursuant to an agreement under S110 of the Insolvency Act 1986 and made the day of 2008 between the Assignor (1) the Liquidator (2) the Assignee (3) Halls Property Company Limited (4) Michael Isherwood Hall (5) and Nigel Hall (6) relating to the solvent liquidation of the Transferor and In consideration of the covenant on the part of the Assignee contained in clause 5 the Assignor assigns to the Assignee the Premises to hold to the Assignee for the unexpired residue of the Term subject to the exceptions and reservations in the Lease and the performance of the Tenant Covenants

4 **Title guarantee**

This assignment is made with full title guarantee save that:

- 4.1 For the purposes of section 2(1)(b) of the 1994 Act the words 'at his own cost' shall be deleted and replaced by the words 'at the cost of the person seeking to enforce the covenant'
- 4.2 The covenants for title implied by section 3 of the 1994 Act shall apply only to charges incumbrances third party rights or other matters contemplated by that section which have been created by the Assignor
- 4.3 The covenants which are implied by section 4 of the 1994 Act shall be limited so as not to extend to any breach of the Tenant Covenants relating to the repair and decoration of the Premises

5 **Indemnity**

With the object and intent of affording to the Assignor a full and sufficient indemnity but not further or otherwise the Assignee covenants with the Assignor that he (and any other person to whom the Assignee shall have made an excluded assignment (within the meaning of section 11 of the 1995 Act)) will during the Term and until the Assignee is released from the Tenant Covenants under the 1995 Act:

- 5.1 pay the rents reserved in the Lease and perform all the Tenant Covenants
- 5.2 keep the Assignor and his successors in title indemnified against all actions claims demands losses costs damages or liabilities whatsoever by reason of any breach of the Tenant Covenants

6 **Third parties**

None of the provisions of this deed are intended to or will operate to confer any benefit (pursuant to the Contracts (Rights of Third Parties) Act 1999) on a person who is not named as a party to this deed

IN WITNESS whereof the parties have executed this instrument as a deed and have delivered it upon dating it

The Schedule - The Lease

DATE	PARTIES	DESCRIPTION
02/11/2007	W M. Ewington & Company Limited (1) W Hall & Son (Holywell) Limited (2)	Premises at Units 5 & 6 Underwood Business Park, Underwood Lane, Crewe, Cheshire CW1 3TJ and more particularly described in the lease

EXECUTED as a **DEED** by)
W HALL & SON (HOLYWELL))
LIMITED acting by)

Director

Director/Secretary

SIGNED as a Deed by **JEAN ELLIS**)
(without any personal liability)

Signature
Witness Signature
Witness Name
Witness Address
Witness Occupation

EXECUTED as a **DEED** by)
HALLS TRADING COMPANY)
LIMITED acting by a Director in)
the presence of:-)

Director

Witness Signature.
Witness Name:
Witness Address:
.....

Dated

2008

- (1) **W Hall & Son (Holywell) Limited**
in voluntary liquidation
- (2) **Halls Trading Company Limited**

DEED OF ASSIGNMENT

relating to

Premises at Units 5 & 6 Underwood Industrial Park, Crewe

Halliwells

THIS ASSIGNMENT is made

2008

BETWEEN:

- (1) **W Hall & Son (Holywell) Limited** (Company number 403308) whose registered office is at St Winifreds Mineral Water Works, Greenfield Road, Holywell, Flintshire CH8 7NX (the "**Assignor**") in voluntary liquidation acting by Jean Ellis of Duncan Sheard Glass Castle Chambers 43 Castle Street Liverpool L2 9TL ("the Liquidator") and
- (2) **Halls Trading Company Limited** (Company number 6632448) whose registered office is at C/O Halliwells LLP, The Plaza 100 Old Hall Street, Liverpool L3 9TD (the "**Assignee**")

THIS DEED WITNESSES as follows:

1 Definitions and interpretation

- 1.1 In this deed unless the context otherwise requires the following words and expressions shall have the following meanings:

"Lease"

a lease of the Premises particulars of which are set out in the schedule

"Term"

the term of years demised by the Lease (including any period of holding over or continuation or extension thereof whether by statute or common law)

"Premises"

the premises known as Units 5 & 6 Underwood Industrial Park, Crewe which premises are more fully described in the Lease

"Tenant Covenants"

the covenants agreements and conditions contained in the Lease (including those contained in any document supplemental or ancillary to it) to be observed and performed by the tenant

"1994 Act"

the Law of Property (Miscellaneous Provisions) Act 1994

"1995 Act"

the Landlord and Tenant (Covenants) Act 1995

- 1.2 In this deed unless the context otherwise requires:

- 1.2.1 words importing any one gender include either other gender and words importing the singular number include the plural and vice versa
- 1.2.2 words importing persons include firms companies and corporations and vice versa
- 1.2.3 where any obligation is undertaken by two or more persons jointly they shall be jointly and severally liable in respect of that obligation

- 1.3 The clause headings in this deed are for convenience only and shall not affect its meaning

2.1 By the Lease the Premises were demised to the Assignor for the Term

2.3 The Assignor has agreed to assign the Lease to the Assignee for the residue of the Term in consideration of the covenant on the part of the Assignee contained in clause 5

2.4 The consent of the landlord has been obtained as required by the Lease

Pursuant to an agreement under S110 of the Insolvency Act 1986 and made the day of 2008 between the Assignor (1) the Liquidator (2) the Assignee (3) Halls Property Company Limited (4) Michael Isherwood Hall (5) and Nigel Hall (6) relating to the solvent liquidation of the Transferor and In consideration of the covenant on the part of the Assignee contained in clause 5 the Assignor assigns to the Assignee the Premises to hold to the Assignee for the unexpired residue of the Term subject to the exceptions and reservations in the Lease and the performance of the Tenant Covenants

This assignment is made with full title guarantee save that:

4.1 For the purposes of section 2(1)(b) of the 1994 Act the words 'at his own cost' shall be deleted and replaced by the words 'at the cost of the person seeking to enforce the covenant'

4.2 The covenants for title implied by section 3 of the 1994 Act shall apply only to charges incumbrances third party rights or other matters contemplated by that section which have been created by the Assignor

4.3 The covenants which are implied by section 4 of the 1994 Act shall be limited so as not to extend to any breach of the Tenant Covenants relating to the repair and decoration of the Premises

With the object and intent of affording to the Assignor a full and sufficient indemnity but not further or otherwise the Assignee covenants with the Assignor that he (and any other person to whom the Assignee shall have made an excluded assignment (within the meaning of section 11 of the 1995 Act)) will during the Term and until the Assignee is released from the Tenant Covenants under the 1995 Act:

5.1 pay the rents reserved in the Lease and perform all the Tenant Covenants

5.2 keep the Assignor and his successors in title indemnified against all actions claims demands losses costs damages or liabilities whatsoever by reason of any breach of the Tenant Covenants

6 Third parties

None of the provisions of this deed are intended to or will operate to confer any benefit (pursuant to the Contracts (Rights of Third Parties) Act 1999) on a person who is not named as a party to this deed

IN WITNESS whereof the parties have executed this instrument as a deed and have delivered it upon dating it

The Schedule - The Lease

DATE	PARTIES	DESCRIPTION
02/11/2007	W.M Ewington & Company Limited (1) W Hall & Son (Holywell) Limited (2)	Premises at Units 5 & 6 Underwood Business Park, Underwood Lane, Crewe, Cheshire CW1 3TJ and more particularly described in the lease

EXECUTED as a **DEED** by)
W HALL & SON (HOLYWELL))
LIMITED acting by)

Director

Director/Secretary

SIGNED as a Deed by **JEAN ELLIS**)
(without any personal liability))

Signature. ..
Witness Signature .
Witness Name .
Witness Address ..
Witness Occupation .

EXECUTED as a **DEED** by)
HALLS TRADING COMPANY)
LIMITED acting by a Director in)
the presence of:-)

Director

Witness Signature:
Witness Name: ...
Witness Address: .
... ..

DATE

2008

1. **W M EWINGTON & COMPANY LIMITED**

2. **W HALL & SON (HOLYWELL) LIMITED**
In voluntary liquidation

3. **HALLS TRADING COMPANY LIMITED**

and

3 **NIGEL HALL and MICHAEL ISHERWOOD HALL**

Counterpart

LICENCE TO ASSIGN

relating to

Unit Numbers 5 + 6 Underwood Industrial Park Crewe Cheshire

INDEX

	Page
PARTIES:	1
1. DEFINITIONS AND INTERPRETATION	1
1.1 The Assignment	1
1.2 Gender and number	1
1.3 Headings	1
1.4 Interpretation of "the Landlord"	2
1.5 Interpretation of "this Licence"	2
1.6 Joint and several liability	2
1.7 The Lease	2
1.9 The 1954 Act	2
1.10 The 1995 Act	2
1.11 The Premises	3
1.12 References to clauses and schedules	3
1.13 References to statutes	3
1.14 The Term	3
1.15 Terms from the Landlord and Tenant (Covenants) Act 1995	3
2. RECITALS	3
2.1 The Lease	3
2.2 Devolution of title	3
2.3 Prohibition of assignment	3
3. PERMISSION TO ASSIGN	4
4. THE ASSIGNEE'S COVENANTS	4
5. THE TENANT'S COVENANTS	4
5.1 Possession	4
5.2 Costs and indemnity	4
6. THE GUARANTOR'S COVENANTS	5
6.1 Nature and duration	5
6.2 The covenants	5
7. MISCELLANEOUS	6
7.1 Time limits	6
7.2 Sums recoverable as rent	6
7.3 Breaches of obligation under the Lease	7
7.4 Exclusion of third party rights	7
7.5 Notices	7
8. VARIATION OF THE LEASE	8

AGREEMENT

LICENCE DATED:

2008

PARTIES:

1. **W M EWINGTON & COMPANY LIMITED** whose registered office is at 92a Crewe Road Nantwich Cheshire CW5 6ID (Company Registration Number 1291427) ("the Landlord")
2. **W HALL & SON (HOLYWELL) LIMITED** whose registered office is at St Winifreds Mineral Water Works Greenfield Road Holywell Clwyd in voluntary liquidation ("the Tenant") acting by Jean Ellis of Duncan Sheard Glass Castle Chambers 43 Castle Street Liverpool L2 9TL ("the Liquidator")
3. **HALLS TRADING COMPANY LIMITED** whose registered office is C/O Halliwells LLP, The Plaza 100 Old Hall Street, Liverpool L3 9TD (Company Registration Number 6632448) ("the Assignee")
4. **NIGEL HALL** of Acresfield Babel Holywell Clwyd CH85 5PZ and **MICHAEL ISHERWOOD HALL** of Cobweb Cottage Pen y Cefn Road Caerwys Mold CH7 5BH ("the Guarantor")

NOW THIS DEED WITNESSES as follows:-

1. **DEFINITIONS AND INTERPRETATION**

For all purposes of this Licence the terms defined in this clause have the meanings specified

1.1 **The Assignment**

"The Assignment" means the assignment authorised in clause 3

1.2 **Gender and number**

Words importing one gender include all other genders: words importing the singular include the plural and vice versa

1.3 **Headings**

The clause and schedule headings do not form part of this document and are not to be taken into account in its construction or interpretation.

1.4 **Interpretation of "the Landlord"**

The expression "the Landlord" includes the person or persons from time to time entitled to possession of the Premises when the Lease comes to an end

1.5 **Interpretation of "this Licence"**

Unless expressly stated to the contrary the expression "this Licence" includes any document supplemental to or collateral with this document or entered into in accordance with this document

1.6 **Joint and several liability**

If any party to this Licence at any time comprises two or more persons obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally

1.7 **The Lease**

1.7.1 **Definition**

"The Lease" means a lease under which the Tenant holds the Premises dated 2 November 2007 and made between (1) the Landlord and (2) the Tenant

1.7.2 **Interpretation**

The term "the Lease" includes all or any deeds and documents supplemental to the Lease whether or not expressed to be so

1.8 **Liability Period**

"the Liability Period" means the period during which the Assignee is bound by the tenant covenants of the Lease together with any additional period during which the Assignee is liable under an authorised agreement

1.9 **The 1954 Act**

"The 1954 Act" means the Landlord and Tenant Act 1954 and all statutes regulations and orders included by virtue of clause 1.13

1.10 **The 1995 Act**

"the 1995 Act" means the Landlord and Tenant (Covenants) Act 1995 and all statutes, regulations and orders included by virtue of clause 1.13

1.11 **The Premises**

"The Premises" means all that property known as Unit Numbers 5 & 6 Underwood Industrial Park Crewe Cheshire and more particularly defined in and demised by the Lease

1.12 **References to clauses and schedules**

Any reference in this Licence to a clause or schedule without further designation is to be construed as a reference to the clause or schedule of this document so numbered

1.13 **References to statutes**

Unless expressly stated to the contrary any reference to a specific statute includes any statutory extension or modification amendment or re-enactment of that statute and any regulations or orders made under it and any general reference to a statute includes any regulations or orders made under that statute

1.14 **The Term**

"The Term" means 3 years commencing on 8 December 2006

1.15 **Terms from the Landlord and Tenant (Covenants) Act 1995**

"Tenant covenants" and "authorised guarantee agreement" have the same meaning as in the Landlord and Tenant (Covenants) Act 1995

2. RECITALS

2.1 **The Lease**

This Licence is supplemental to the Lease by which the Premises were let for the Term subject to the payment of the rents reserved by and the performance and observance of the covenants on the tenant's part and the conditions contained in the Lease and is deemed to restate all the provisions of the Lease as varied by this Licence

2.2 **Devolution of title**

The immediate reversion to the Lease vested in the Landlord and the unexpired residue of the Term remains vested in the Tenant

2.3 **Prohibition of assignment**

The Lease contains provisions prohibiting the Tenant from assigning the Premises without the consent of the Landlord and at the request of the other parties the Landlord has agreed to grant

such consent upon the terms set out in this Licence to enable the Tenant to assign his estate and interest in the Premises to the Assignee

3. PERMISSION TO ASSIGN

At the request of the other parties and subject to the covenants and conditions contained in this Licence the Landlord grants to the Tenant licence to assign the whole of his estate and interest in the Premises to the Assignee

4. THE ASSIGNEE'S COVENANTS

The Assignee covenants with the Landlord to at all times after the completion of the Assignment during the residue of the Term for so long as the Assignee is bound by the tenant covenants of the Lease pay the rents reserved by and observe and perform the covenants on the tenant's part and the conditions contained in the Lease

5. THE TENANT'S COVENANTS

The Tenant covenants with the Landlord to observe and perform the requirements of this clause 5

5.1 Possession

The Tenant must not allow the Assignee to enter into possession or occupation of the whole or any part of the Premises until the completion of the Assignment

5.2 Costs and indemnity

The Tenant must pay to the Landlord on demand and indemnify the Landlord against all reasonable and proper costs charges fees disbursements and expenses including those of professional advisers and agents and including in each case any VAT incurred by the Landlord in connection with the Assignment or this Licence including without limitation those arising from

5.2.1 considering the application for and preparing negotiating and completing this Licence

5.2.2 giving consents under this Licence and

5.2.3 obtaining the consent or approval of or information from any other person

6. THE GUARANTOR'S COVENANTS

6.1 Nature and duration

The Guarantor's covenants with the Landlord are given as sole or principal debtor or covenantor with the landlord for the time being under the Lease and with all his successors in title without the need for any express assignment so that the Guarantor's obligations to the Landlord will last throughout the Liability Period

6.2 The covenants

The Guarantor covenants with the Landlord to observe and perform the requirements of this clause 6.2

6.2.1 Payment of rent and performance of the Lease

The Assignee must punctually pay the rent reserved by the Lease (including any VAT chargeable) and observe and perform the tenant covenants and other terms of the Lease throughout the Liability Period and if the Assignee should fail to do so the Guarantor must pay the rents and observe or perform the tenant covenants or terms in respect of which the Assignee is in default and make good to the Landlord on demand and indemnify the Landlord against all liabilities damages or losses awards of damages or compensation penalties costs disbursements and expenses arising from any claim demand action or proceedings resulting from such non-payment non-performance or non-observance notwithstanding

6.2.1.1 any time or indulgence granted by the Landlord to the Assignee or any neglect or forbearance of the Landlord in enforcing the payment of the rents reserved by or the observance or performance of the covenants or other terms of the Lease or any refusal by the Landlord to accept rent tendered by or on behalf of the Assignee at a time when the Landlord is entitled or will after service of a notice under the Law of Property Act 1925 Section 146 be entitled to re-enter the Premises

6.2.1.2 that the terms of the Lease may have been varied by agreement between the Landlord and the Assignee provided that no variation is to bind the Guarantor to the extent that it is materially prejudicial to him

6.2.1.3 that the Tenant has surrendered part of the Premises in which event the liability of the Guarantor is to continue in respect of the part of the Premises not surrendered after making any necessary apportionments under the Law of Property Act 1925 Section 140 and

6.2.1.4 anything else (other than a release by deed) by which but for this clause 6.2.1 the Guarantor would be released

6.2.2 New lease following disclaimer

If at any time during the Liability Period while the Assignee is bound by the tenant covenants of the Lease any trustee in bankruptcy or liquidator of the Assignee disclaims the Lease the Guarantor must if so required by notice served by the Landlord within 60 days of the Landlord's becoming aware of the disclaimer take from the Landlord forthwith a lease of the Premises for the residue of the Term as at the date of the disclaimer at the rents then payable under the Lease and subject to the same covenants and terms as in the Lease the new lease to commence on the date of the disclaimer. The Guarantor must pay the reasonable and proper costs of the new lease and VAT charged thereon except where such VAT is recoverable or available for set-off by the Landlord as input tax and execute and deliver to the Landlord a counterpart of the new lease

6.2.3 Payments following disclaimer

If the Lease is disclaimed and the Landlord does not require the Guarantor to accept a new lease of the Premises in accordance with clause 6.2.2 the Guarantor must pay to the Landlord on demand an amount equal to the difference between any money received by the Landlord for the use or occupation of the Premises and the rents reserved by the Lease in both cases for the period commencing with the date of the disclaimer and ending on whichever is the earlier of the date 6 months after the disclaimer the date if any on which the Premises are relet and the end of the Term

6.2.4 Payment of costs fees etc

The Guarantor must pay to the Landlord on demand and indemnify the Landlord against all reasonable and proper costs fees charges disbursements and expenses including those of professional advisers and agents and including in each case VAT incurred by the Landlord in connection with or incidental to the enforcement of this Guarantee

7. MISCELLANEOUS

7.1 Time limits

If the Assignment is not completed within 3 months after the date of this Licence and otherwise in accordance with it the provisions of this Licence except for clause 5.2 are to determine immediately and cease to have effect but without prejudice to any accrued right of action vested in the Landlord in respect of or arising from any breach by any other party of his obligations under this Licence before that date

7.2 Sums recoverable as rent

All sums payable by the Tenant under this Licence are to be recoverable as rent in arrear

7.3 Breaches of obligation under the Lease

Nothing contained in this Licence waives or is to be deemed to waive any breach of the obligations of the Tenant under the Lease that may have occurred or may occur before completion of the Assignment or authorises or is to be deemed to authorise any other or further assignment or anything that is not expressly authorised by this Licence and the covenants on the tenant's part and conditions contained in the Lease are to continue in full force and effect subject to the terms of this Licence

7.4 Exclusion of third party rights

Nothing in this Licence is intended to confer any benefit on any person who is not a party to it

7.5 Notices

7.5.1 Form and service of notices

A notice under this Licence must be in writing and unless the receiving party or his authorised agent acknowledges receipt is valid if and only if

7.5.1.1 it is given by hand sent by recorded delivery or sent by fax provided that a confirmatory copy is given by hand or sent by recorded delivery on the same day and

7.5.1.2 It is served

(a) where the receiving party is a company incorporated within Great Britain at the registered office and

(b) where the receiving party is not such a company at that party's address shown in this Licence or at any address specified in a notice given by that party to the other party

7.5.2 Deemed delivery

7.5.2.1 By recorded delivery

Unless it is returned through the Royal Mail undelivered a notice sent by registered post or recorded delivery is to be treated as served on the third working day after posting whenever and whether or not it is received

7.5.2.2 By fax

A notice sent by fax is to be treated as served on the day upon which it is sent or the next working day where the fax is sent after 1600 hours or on a day that is not a working day whenever and whether or not it or the confirmatory copy is received unless the confirmatory copy is returned through the Royal Mail undelivered

7.5.2.3 A working day

References to "a working day" are references to a day when the United Kingdom clearing banks are open for business in the City of London

8. VARIATION OF THE LEASE

It is hereby agreed that the following provision shall be added to clause 3.1 of the Lease:

"(c) The right in common with all other commercial tenants at Underwood Business Park to use the accessways on the Estate leading from the Property to the adopted highway for the purpose of access to and egress from the Property"

IN WITNESS whereof the parties hereto have executed this Licence the day and year first above written

EXECUTED as a deed by)
W HALL & SON (HOLYWELL) LIMITED)
and signed by a director in the presence of:-)

Witness:

Signature

Name

Address

Occupation

EXECUTED as a Deed by **JEAN ELLIS**)
(without personal liability) in the presence)
of:-)

Witness:

Signature

Name

Address

Occupation

EXECUTED as a deed by)
HALLS TRADING COMPANY LIMITED)
and ^{acting} signed by a director and the secretary)
~~or two directors~~ in the presence of:)

Director

Witness signature

Director

Witness name

Witness address

Director/Secretary

SIGNED as a deed by the said **NIGEL HALL**)
in the presence of:)

Witness:

Signature

Name.

Address.....

.....

Occupation

SIGNED as a deed by the said **MICHAEL**)
ISHERWOOD HALL in the presence of:)

Witness:

Signature.. .. .

Name.. .. .

Address.....

.....

Occupation.....

Schedule 9

Payroll No	Date of Birth	Sex	Start Date	Job Title	Signed Contract	Employer Notice Required	Employee Notice Required	Normal Days/Hours	Weekly Hours	Opt out of Working Time Regs	Normal Wkly Hours @ Std Rate	Normal Wkly Hours @ 1 1/4 x Std Rate	Rate of Pay	Pay Periods	Sick Pay Entitlement	Eligibility to join person scheme
4	25 01 46	M	22 06 92	Driver	Yes	12 weeks	1 week	M-F 08 00-17 00	45 *	Yes	39	6	£5 52/hr	Weekly	SSP only	SHP
5	15 03 43	M	06 10 86	Mechanic	Yes	12 weeks	1 week	M-F 08 00-17 00	40	No	39	1	£8 60/hr	Weekly	SSP only	Ceased to be member of Co Scheme on 16 03 08
7	08 11 59	M	19 06 00	Driver	Yes	8 weeks	1 week	M-F 08 00-17 00	45 *	Yes	39	6	£5 52/hr	Weekly	SSP only	SHP
8	31 08 77	M	25 11 96	Driver	Yes	11 weeks	1 week	M-F 08 00-17 00	45 *	Yes	39	6	£5 52/hr	Weekly	SSP only	SHP
10	10 08 54	M	05 11 07	Driver	Yes	1 week	4 weeks	M-F 08 00-17 00	45 *	Yes	39	6	£5 52/hr	Weekly	SSP only	SHP
13	15 12 81	M	18 10 98	Warehouse Assistant	Yes	8 weeks	1 week	M-F 08 00-17 00	40	Yes	39	1	£5 80/hr	Weekly	SSP only	SHP
14	21 07 83	M	07 04 03	Assistant to Transport Manager	Yes	5 weeks	1 week	M-F 08 00-17 00	40	Yes	39	1	£6 80/hr	Weekly	SSP only	SHP
18	24 08 84	M	23 09 96	Cash & Carry Manager	Yes	11 weeks	1 week	M-F 7 30-17 15	46 1/2	Yes	39	7 1/2	£7 70/hr	Weekly	SSP only	SHP
19	26 08 83	F	14 07 03	Sales Office Clerk	Yes	5 weeks	1 week	M-F 7 45-17 00	43 1/2	Yes	35	8 1/2	£6 65/hr	Weekly	SSP only	SHP
26	24 04 48	F	21 02 05	Data Processing Clerk	No	3 weeks	4 weeks	M-F 08 00-17 00	35	Yes			£250 00/wk	Weekly	SSP only	SHP
32	25 11 82	F	25 11 02	Sales Office Clerk	Yes	5 weeks	1 week	M-F 08 00-17 00	37 1/2	Yes	35	2 1/2	£8 65/hr	Weekly	SSP only	SHP
35	29 11 47	M	07 10 02	Driver	Yes	5 weeks	1 week	M-F 08 00-17 00	45 *	Yes	39	6	£5 52/hr	Weekly	SSP only	SHP
39	07 05 87	F	03 08 05	Office Assistant	No	3 weeks	4 weeks	M-F 08 00-17 00	35	Yes	35		£182 31/wk	Weekly	SSP only	SHP
40	10 06 76	M	18 08 05	Cash & Carry Assistant	No	3 weeks	4 weeks	M-F 7 45-17 15	42 1/2	Yes	39	3 1/2	£6 45/hr	Weekly	SSP only	SHP
48	18 12 86	M	03 05 06	Driver's Assistant	No	2 weeks	4 weeks	M-F 08 00-17 00	40	Yes	39	1	£4 60/hr	Weekly	SSP only	SHP
50	13 01 83	F	07 08 06	Payroll Clerk	No	2 week	4 weeks	M-Tu 08 00-17 00	14	No	14		£7 80/hr	Weekly	SSP only	SHP
51	24 05 40	M	02 05 07	Driver	No	1 week	4 weeks	M-F 08 00-17 00	45 *	Yes	39	1	£6 20/hr	Weekly	SSP only	SHP
54	11 07 57	M	13 05 08	Driver	Yes	1 week	4 weeks	M-F 08 00-17 00	45 *	Yes	39	6	£5 52/hr	Weekly	SSP only	SHP

J Hardy

R Jones

P Kirkpatrick

N Parry

P Walker

J Nasakin

P Winney

G James

Y Jones

J Boyle

K Welding

K Mangnall

A Corbett

L Gonsalves

G P Davies

W A Owens

M Griffiths

N Moore

Payroll No	Date of Birth	Sex	Start Date	Job Title	Signed Contract	Employer Notice Required	Employee Notice Required	Normal Days/Hours	Weekly Hours	Opt out of Working Time Regs	Normal Wkly Hours @ Std Rate	Normal Wkly Hours @ 1 1/2 x Std Rate	Rate of Pay	Pay Periods	Sick Pay Entitlement	Eligibility to join person scheme
55	09 10 67	M	20 05 08	Driver	Yes	1 week	4 weeks	M-F 00-17 00	45 *	Yes	39	6	£5 52/hr	Weekly	SSP only	SHP
1001	17 03 47	M	01 02 05	Warehouse/Transport Manager	No	3 weeks	1 month	M-F					£2,270 83/mo	Monthly	SSP only	SHP
1003	02 01 70	F	04 01 94	Credit Controller	Yes	12 weeks	1 week	M-F 00-15 00	30	Yes	30		£1,300 00/mo	Monthly	SSP only	Member of Co Scheme (Pru)
1004	01 04 50	F	01 12 99	Purchase Ledger Clerk	Yes	8 weeks	1 week	M-F 00-17 00	35	Yes	35		£908 33/mo	Monthly	SSP only	SHP
1008	14 01 49	M	18 03 03	Accountant/Office Manager	Yes	5 weeks	1 week	M-F 00-17 00	35		35		£2,437 50/mo	Monthly	SSP only	Eligible to join Co Scheme (Pru)
1010	25 06 49	F	05 04 87	Accounts Supervisor	Yes	12 weeks	1 week	M-W 00-17 00	21	No	21		£975 00/mo	Monthly	SSP only	Member of Co Scheme (Pru)
1011	30 10 71	M	23 06 97	Cashier	Yes	11 weeks	1 week	M-F 00-17 00	37	No	37		£1,008 33/mo	Monthly	SSP only	SHP
1013	17 08 53	M	28 06 04	Sales Representative	Yes	4 weeks	1 month	M-F	35	Yes	35		£1,479 17/mo	Monthly	SSP only	Eligible to join Co Scheme (Pru)
1014	13 11 49	M	08 10 01	Sales Representative	Yes	6 weeks	1 month	M-F	35	Yes	35		£1,479 17/mo	Monthly	SSP only	Member of Co Scheme (Pru)
1015	30 07 48	M	01 11 01	Sales & Business Development Manager	Yes	6 weeks	1 month	M-F	35	Yes	35		£2,291 67/mo	Monthly	SSP only	Member of Co Scheme on 01 08 08
1017	05 08 50	M	18 03 05	Director of Sales	?	3 weeks	?	M-F	35		35		£2,645 83/mo	Monthly		Eligible to join Co Scheme (Pru)
1027	19 01 70	M	01 08 05	Stock Controller	No	2 weeks	4 weeks	M-F 00-17 00	35	Yes	35		£1,300 00/mo	Monthly	SSP only	SHP
1028	08 01 57	F	28 11 05	Data Processing Clerk	Yes	2 weeks	4 weeks	M-F 00-17 00	35	Yes	35		£1,083 33/mo	Monthly	SSP only	SHP
57	02 11 85	F	25 08 08	Sales Office Clerk	No			M-F 00-15 30	36 1/4	Yes	35	1 1/4	£8 35/hr	Weekly	SSP only	SHP

J O'Donnell

M Roberts

J Roberts

J Doan

G Murphy

M Thomas

C Taft

P Field

E McHugh

G Parkin

P Taylor

M I Taylor

C Hunt

S J Chuodyk

Payroll No.	Date of Birth	Sex	Start Date	Job Title	Signed Contract	Employer Notice Required	Employee Notice Required	Normal Days/Hours	Weekly Hours	Opt out of Working Time Regs	Normal Wkly Hours @ Std Rate	Normal Wkly Hours @ 1 1/2 x Std Rate	Rate of Pay	Pay Periods	Sick Pay Entitlement	Eligibility to join pension scheme
					Yes	10 weeks		since	Oct 04						SSP only	SSP
15	03 07 85	M	13 10 03	Warehouse/Delivery Assistant	Yes	4 weeks	1 week	M-F 9 30-17 00 Sat 9 30-14 30	40	Yes	39	1	£5 85/hr	Weekly	SSP only	SSP
16	20 10 57	M	22 11 89	Warehouse/Delivery Person	Yes	8 weeks	1 week	M-F 9 30-17 00 Sat 9 30-14 30	40	Yes	39	1	£5 85/hr	Weekly	SSP only	SSP
33	24 12 48	M	24 04 02	PA to Depot Manager	Yes	6 weeks	1 week	M-F 9 30-17 00 Sat 9 30-14 30	40	Yes	39	1	£6 50/hr	Weekly	SSP only	SSP
1029	11 06 51	M	19 05 08	Temporary Depot Manager	Yes	1 week	4 weeks	M-F 9 30-17 00 Sat 9 30-14 30		Yes			£1,416 67/mo	Monthly	SSP only	N/A
20	07 12 67	M	20 10 87	Assistant Depot Manager	No	6 weeks	4 weeks	M-F 8 00-17 00 Sat 9 30-14 30		Yes			£385 38/wk	Weekly	SSP only	SSP
21	12 12 47	M	09 07 01	Depot Manager	No	12 weeks	4 weeks	M-F 8 00-17 00 Sat 9 30-14 30		Yes			£355 77/wk	Weekly	SSP only	SSP
56	29 03 82	M	02 06 08	Delivery/Warehouse Person	No	1 week	4 weeks	M-F 8 00-17 00	45	Yes	39	6	£5 52/hr	Weekly	SSP only	SSP
22	21 11 67	M	03 06 85	Warehouse/Delivery Person	Yes	12 weeks	1 week	M-F 8 00-17 00	37 1/2	Yes	37 1/2		£5 80/hr	Weekly	SSP only	SSP
23	11 11 66	M	15 03 04	Warehouse/Delivery Person	Yes	4 weeks	1 week	M-F 8 30-17 00	37 1/2	Yes	37 1/2		£5 70/hr	Weekly	SSP only	SSP
37	01 05 45	M	07 05 84	Sales Representative	Yes	12 weeks	2 weeks	M-F	37	No	37		£341 35/wk	Weekly	See B below	SSP
49	17 01 68	M	01 06 06	Warehouse/Delivery Person	Yes	2 weeks	4 weeks	Tu-F 8 30-17 00	30	Yes	30		£5 70/hr	Weekly	SSP only	SSP
1025	03 05 53	M	01 06 80	Depot Manager	Yes	12 weeks	4 weeks	M-F 8 30-17 00 Sat 9 00-12 00		Yes			£2,070 83/mo	Monthly	see A below	PPP with Norwich Union
1026	26 02 61	M	20 11 88	Assistant Depot Manager	Yes	12 weeks	4 weeks	M-F 8 30-17 00 Sat 9 00-12 00		Yes			£1,416 67/mo	Monthly	See B below	Tfr under TUPE Abbey Life


A M Jones

P Clifton

J Morris

C Field

D Turner

M Beresford

D Jones

P Robinson

P Beresford

N Bailey

G Poole

S Lemon

C Allen

H Griffiths



Payroll No	Date of Birth	Sex	Start Date	Job Title	Signed Contract	Employer Notice Required	Employee Notice Required	Normal Days/Hours	Weekly Hours	Opt out of Working Time Regs	Normal Wkly Hours @ Std Rate	Normal Wkly Hours @ 1 1/2 x Std Rate	Rate of Pay	Pay Periods	Sick Pay Entitlement	Eligibility to join pension scheme
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Note re hrs. Note re Sick Pay Entitlement.

* = Inc 1 hr paid lunch
A = Company will pay contracted pay (incl SSP)
B = Company will pay contracted pay for maximum of 8 weeks (incl SSP), thereafter SSP only

Note re Eligibility to Join Pension Scheme
SHP = Eligible to join Stakeholder Pension Scheme

Employee Contribution Rate based on Basic Salary	Employer Contribution Rate based on Basic Salary	Holiday entitlement in addition to Public & Bank Hols	Accrued Annual Holiday Entitlement at 01/09/08	Holidays Taken up to 01/09/08	Additional Annual Holiday entitlement & Accrued		Bonus Arrangement	Company Car	Fuel Card	Additional Benefits/ Remuneration
					Current Year	Preceding Year				
		20 days	8 38 days	9 days		20 days	See note below			
		20 days	8 38 days	Nil		20 days	See note below			£32 00/week for fuel
		20 days	8 38 days	5 days			See note below			
		20 days	8 38 days	11 days		20 days	See note below			
		20 days	8 38 days	2 days			See note below			
		20 days	8 38 days	12½ days			See note below			£10 per day when deputising for Employee No 14
		20 days	8 38 days	13 days			See note below			£15 per day when deputising for Employee No 1001
		20 days	8 38 days	8 days		20 days	See note below			£30 per security call out
		20 days	8 38 days	5 days			See note below			
		20 days	8 38 days	6 days			See note below			
		20 days	8 38 days plus 1 5 days c/w/d	9½ days			See note below			
		20 days	8 38 days	11 days			See note below			
		20 days	8 38 days	12 days			See note below			
		20 days	8 38 days	14 days			See note below			35 per week when deputising for Employee No 18
		20 days	8 38 days	13 days			See note below			
		8 days	8 38 days	4 days			See note below			
		20 days	8 38 days	8 days			See note below			
		17 7 days	6 days	4½ days			See note below			

Employee Contribution Rate based on Basic Salary	Employer Contribution Rate based on Basic Salary	Holiday entitlement in addition to Public & Bank Hols		Accrued Annual Holiday Entitlement at 01/09/08	Holidays Taken up to 01/09/08	Additional Annual Holiday entitlement & Accrued		Bonus Arrangement	Company Car	Fuel Card	Additional Benefits/ Remuneration
		Current Year	Preceding Year			Current Year	Preceding Year				
		17 3 days	5 7 days		1 1/2 days			See note below			
		20 days	8 38 days		5 days			See note below			
		20 days	8 38 days		14 days	20 days		See note below			
	Nil%	20 days	8 38 days		4 1/2 days			See note below			
		20 days	8 38 days		7 days			See note below			
		12 days	8 38 days		5 days	20 days		See note below			
	3%	20 days	8 38 days plus 2 days c/wkd		2 days	15 5 days		See note below			
		20 days	8 38 days		1 day			See note below	Own Vehicle	Shell	£250 per month car allowance
	3%	20 days	8 38 days		5 days			See note below	ND03XVA	Shell	
		20 days	8 38 days		6 days			See note below	YY54KCO	Shell	
		20 days	8 38 days		9 days			See note below	Own Vehicle		Mileage Allowance in accordance with Inland Revenue's rates
		20 days	8 38 days		10 days			See note below			
		20 days	8 38 days		14 1/2 days			See note below			
		12 days	0 38 days		Nil days			See note below			

Employee Contribution Rate based on Basic Salary	Employer Contribution Rate based on Basic Salary	Holiday entitlement in addition to Public & Bank Hols	Accrued Annual Holiday Entitlement at 01/09/08	Holidays Taken up to 01/09/08	Additional Annual Holiday entitlement & Accrued	Bonus Arrangement	Company Car	Fuel Card	Additional Benefits/ Remuneration
		Current Year	Current Year	Current Year	Preceding Year	See note below			
		20 days	Nil days	Nil days		See note below			
		20 days	8.38 days	14 days		See note below			
		20 days	8.38 days	10 days		See note below			£7.00/week re keyholder
		20 days	8.38 days	10 days		See note below			
		17.4 days	5.75 days	Nil days		See note below			
		20 days	8.38 days	4 days	9 days	See note below			
		20 days	8.38 days	6 days		See note below			
		18.6 days	5 days	3 days		See note below			
		20 days	8.38 days	6 days	20 days	See note below			
		20 days	8.38 days	5 days		See note below			
		20 days	8.38 days	5 days	20 days	See note below	NK52AUF	Shell	
		16 days	6.7 days	13½ days		See note below			
	Fixed Amount of £159.52 per month	20 days	8.38 days plus 6 days of/wd	10 days	20 days	See note below			
7%	3%	20 days	8.38 days	10 days	20 days	See note below			

Employee Contribution Rate based on Basic Salary	Employer Contribution Rate based on Basic Salary	Holiday entitlement in addition to Public & Bank Hols	Accrued Annual Holiday Entitlement at 01/09/08	Holidays Taken up to 01/09/08	Additional Annual Holiday entitlement & Accrued		Bonus Arrangement	Company Car	Fuel Card	Additional Benefits/ Remuneration
					Preceding Year	Current Year				

Note re Fuel Cards

Other fuel cards for commercial vehicles
Holywell - Reg No M785ASM
Congleton - Reg No R322AVV
Reg No KJ53WUL
Reg No ND51WCF
Liverpool - Reg No X349MEN

Note re Bonus Arrangements:

Past bonuses paid approx. in June in respect of previous years trading have always been discretionary
Past bonuses paid at Christmas have always been discretionary

Schedule 10

Dated

2008

(1) W. HALL & SON (HOLYWELL) LIMITED

(2) HALLS TRADING COMPANY LIMITED

ASSIGNMENT

Halliwells

THIS AGREEMENT is made

2008

BETWEEN

- (1) **W HALL & SON (HOLYWELL) LIMITED** (No. 403308) a company registered in England with limited liability whose registered office is at St Winifreds, Mineral Water Works, Greenfield Road, Holywell, Flintshire, CH8 7NX (the "**Assignor**"); and
- (2) **HALLS TRADING COMPANY LIMITED** (No. 6632448) a company registered in England and Wales with limited liability whose registered office is at c/o Halliwells LLP, The Plaza, 100 Old Hall Street, Liverpool, L3 9TD (the "**Assignee**").

RECITALS:

- (A) The Assignor now carries on and has for some years past been carrying on as the beneficial owner the business of the wholesale distribution dealing in beer, wine, spirits and ancillary products ("**Business**")
- (B) By an agreement ("**Agreement**") dated 30 September 2008 the Assignor has agreed with the Assignee for the absolute transfer to the Assignee of all the assets of the Assignor as described in the Agreement for the issue of shares in the Assignee

OPERATIVE PROVISIONS:

1 **Assignment**

- 1.1 In consideration of issue of shares by the Assignee to the Assignor the Assignor as beneficial owner hereby assigns to the Assignee the assets of the Company described in the Agreement as the Halls Trading Assets ("**Assets**") and the full benefit and advantage of them with full title guarantee to hold to the Assignee absolutely.

2 **Further Assurance**

At the request and cost of the Assignee, the Assignor, at all times after the date of this deed, shall do all acts and execute all documents as may be reasonably necessary or desirable to secure the vesting in the Assignee of the Assets free from all liens, charges, options or encumbrances or adverse interests of any kind.

3 **Governing Law and Jurisdiction**

- 3.1 This Assignment is governed by English Law
- 3.2 The courts of England have exclusive jurisdiction to hear and decide any suit, action or proceedings, and to settle any disputes which may arise out of or in connection with this deed (respectively "Proceedings" and "Disputes") and, for these purposes the Assignor and the Assignee hereby irrevocably submit to the jurisdiction of the courts of England.
- 3.3 The Assignor and the Assignee respectively irrevocably waives any objection which it might at any time have to the courts of England being nominated as the forum to hear and decide any Proceedings and to settle any Disputes and agrees not to claim that the courts of England are not a convenient or appropriate forum.

IN WITNESS whereof the Assignor has executed this agreement as a deed and it is hereby delivered on the day and year first before written.

EXECUTED AND DELIVERED AS A DEED by)
JEAN ELLIS as Liquidator of W.Hall & Son)
(Holywell) Limited in the presence of:)

.. ..
Witness signature

.. ..
Witness name

.. ..
Witness address

.....
Witness occupation

EXECUTED AND DELIVERED AS A DEED BY)
HALLS TRADING COMPANY LIMITED) Director
acting by **MICHAEL HALL**, a director,)
in the presence of:)

.. ..
Witness signature

.. ..
Witness name

.....
Witness address

....
Witness occupation

Consent of premises licence holder to transfer

I/We: W Hall & Son (Holywell) Limited

the premises licence holder of premises licence number 05/0294

relating to Halls
9 – 11 Duke Street
Liverpool
L1 5AP

hereby give my consent for the transfer of premises licence number

05/0294

to

Halls Trading Company Limited

signed



name

(please print)

... JEAN ELLIS LIQUIDATOR

dated

.. 30. September 2005

Consent of premises licence holder to transfer

I/We W. Hall & Son (Holywell) Limited

the premises licence holder of premises licence number PA0245

relating to W Hall & Son (Holywell) Limited
Greenfield Road
Holywell
Flintshire
CH8 7QB

hereby give my consent for the transfer of premises licence number

PA0245

to

Halls Trading Company Limited

signed



name

(please print)

... JEAN ELLIS LIQUIDATOR ...

dated

... 30 September 2008 ...

EXECUTED AND DELIVERED AS A DEED BY)
W. HALL & SON (HOLYWELL) LIMITED)
acting by **MICHAEL ISHERWOOD HALL**)
a director, in the presence of:)

..... *M. Isherwood* .
Director

[Signature]
Witness signature

JENNIFER BLAW
Witness name

HALLWELLS LLP, THE PLAZA, 100 OLD HALL ST LIVERPOOL
Witness address

SOLICITOR
Witness occupation

EXECUTED AND DELIVERED AS A DEED by)
JEAN ELLIS)
in the presence of:)

Jean Ellis

[Signature]
Witness signature

JENNIFER BLAW
Witness name

HALLWELLS LLP, THE PLAZA, LIVERPOOL
Witness address

SOLICITOR
Witness occupation

EXECUTED AND DELIVERED AS A DEED BY)
HALLS TRADING COMPANY LIMITED)
acting by **MICHAEL ISHERWOOD HALL**)
a director, in the presence of:)

M.I. Hall
Director

[Signature]
Witness signature

LUKE GREEN
Witness name

THE PLAZA, 100 OLD HALL ST,
LIVERPOOL, L3 9TD
Witness address

TRAINEE SOLICITOR
Witness occupation

EXECUTED AND DELIVERED AS A DEED BY)
HALLS PROPERTY COMPANY LIMITED)
acting by **MICHAEL ISHERWOOD HALL**)
a director, in the presence of:)

M.I. Hall
Director

[Signature]
Witness signature

LUKE GREEN
Witness name

THE PLAZA, 100 OLD HALL ST,
LIVERPOOL, L3 9TD
Witness address

TRAINEE SOLICITOR
Witness occupation

EXECUTED AND DELIVERED AS A DEED by)
MICHAEL ISHERWOOD HALL)
in the presence of:)

M. Hall


Witness signature

LUKE GREEN
Witness name

THE PLAZA, 100 OLD HALL ST,
LIVERPOOL, L3 9TD
Witness address

TRAINEE SOLICITOR
Witness occupation

EXECUTED AND DELIVERED AS A DEED by)
NIGEL HALL)
in the presence of.)


Witness signature

N Hall
by his attorney
J. Blaw

JENNIFER BLAW
Witness name

HALLIWELL LLP
THE PLAZA
100 OLD HALL STREET, LIVERPOOL
Witness address

SOLICITOR.
Witness occupation