G

CHWP000

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COMPANIES FORM No. 155(6)(a)

Declaration in relation to assistance for the acquisition of shares

155(6)a

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

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

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number 370099

Name of company

* GEORGE STAPLES LIMITED

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

* insert full name of company

Ø insert name(s) and address(es) of all the directors

~~I~~/We Ø Mark Randolph Dyer of Flat 22, 405 Kings Road, Chelsea, London SW10 0BD and Hormoz Verahramian of 34 Oyster Wharf, 18 Lombard Road, London SW11 3RJ

† delete as appropriate

~~[the sole director]~~[all the directors]† of the above company do solemnly and sincerely declare that

The business of the company is

§ delete whichever is inappropriate

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

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

(c) something other than the above§

The company is proposing to give financial assistance in connection with the acquisition of shares in the [company] ~~[company's holding company~~

~~Limited]†~~

The assistance is for the purpose of [that acquisition] ~~[reducing or discharging a liability incurred for the purpose of that acquisition]~~ †

The number and class of the shares acquired or to be acquired is the entire issue share capital of 6000 Ordinary shares of £1 00 (one pound) each

~~Presenter's name address and reference (if any)~~

RICHARD FREEMAN & Co.
SOLICITORS
13 RADNOR WALK
CHELSEA LONDON SW3 4BP
TEL 020 7351 5151
FAX 020 7351 1697

For official Use (02/06)
General Section

Post room

WEDNESDAY

AEI25RX1
A28 08/08/2007 543
COMPANIES HOUSE

The assistance is to be given to (note 2) Cressmanor Investment Company Limited of 25 Harley Street, London W1G 9BR whose registered number is 06237182

Please do not write in this margin

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

The assistance will take the form of

1 Assignment of debts by way of security to cover the liabilities of Cressmanor Investment Company Limited (principal debtor) to Barclays Bank Plc of all monies due and owing to the Company as set out more particularly in the form annexed marked '1'

2 Legal Mortgage of all that property listed in the first schedule of the annexed form which is marked '2') including by way of fixed charge an assignment by the Company of all rentals and other income deriving from those properties in favour of Barclays Bank Plc

3 Guarantee and Debenture granted by the Company and Bucknall Properties Limited in favour of Barclays Bank Plc in the form annexed securing all Indebtedness of the Company made available to Cressmanor Investment Company Limited in respect of its acquisition of the shares in the Company (marked appendix 3)

4 Standard security by the Company in favour of Barclays Bank over the property known as 36 Henderson Street, Bridge of Allen registered at the Land Registry in Scotland under title number STG10457 and assignation of rents received in relation to that property in the forms annexed marked '4'

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

Cressmanor Investment Company Limited (as above)

† delete as appropriate

The principal terms on which the assistance will be given are

Barclays Bank Plc Terms and Conditions as referred to being those detailed in the forms annexed numbered 1-4 and referred to above

The amount of cash to be transferred to the person assisted is £ 2,920,377 & cash balances of the Com

The value of any asset to be transferred to the person assisted is £ N/A

The date on which the assistance is to be given is 3rd August 2007

Please do not write in this margin

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

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

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

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

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

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

Declared at 85 Chelsea Manor Street London SW3 5QP

Declarants to sign below

MD

Day	Month	Year
03	08	2007

on

before me Jane Matthe

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

H.V

Svedberg & Co
85 Chelsea Manor Street
London SW3 5QP

NOTES

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

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

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

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

5 The address for companies registered in England and Wales or Wales is -

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

DX 33050 Cardiff

or for companies registered in Scotland -

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

DX 235 Edinburgh

or LP-4 Edinburgh 2

ASSIGNMENT OF DEBTS BY WAY OF SECURITY TO COVER THE LIABILITIES OF A THIRD PARTY (THE PRINCIPAL DEBTOR)

THIS ASSIGNMENT made the day of 2007

Between (1) CRESSMANOR INVESTMENT COMPANY LIMITED
25 HARLEY STREET
LONDON
(hereinafter called "the Principal Debtor")

(2) GEORGE STAPLES LIMITED
29A DERBY STREET
HANLEY
STOKE ON TRENT
STAFFORDSHIRE
(hereinafter called "the Assignor")

and **(3) BARCLAYS BANK PLC**
(hereinafter called "the Bank")

Witnesses and it is agreed and declared as follows

1 The Principal Debtor hereby covenants with the Bank that the Principal Debtor will on demand in writing made to the Principal Debtor pay or discharge to the Bank all moneys and liabilities which shall for the time being (and whether on or at any time after such demand) be due owing or incurred to the Bank by the Principal Debtor whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety including interest discount commission or other lawful charges and expenses which the Bank may in the course of its business charge in respect of any of the matters aforesaid or for keeping the Principal Debtor's accounts and so that interest shall be computed and compounded according to the usual mode of the Bank as well after as before any demand made or judgment obtained hereunder and on such demand the Principal Debtor will retire all bills or notes which may for the time being be under discount with the Bank and to which he is a party whether as drawer acceptor maker or indorser without any deduction whatsoever

2 The Assignor with full title guarantee hereby assigns to the Bank ALL moneys due or owing or from time to time becoming due or owing to the Assignor under or by virtue of the contracts particulars whereof are specified in the schedule hereto or the Assignor's right to which is evidenced by the documents specified in the schedule hereto together with the benefit of all securities for the same to hold unto the Bank absolutely but subject nevertheless to redemption upon payment or discharge to the Bank of all money and liabilities hereby covenanted to be paid or discharged by the Principal Debtor

3 A demand for payment or any other demand or notice under this security may be made or given by any manager or officer of the Bank or of any branch thereof by letter addressed to the Principal Debtor and sent by post to or left at his respective last known place of business or abode or at the option of the Bank in the case of a company its registered

BARCLAYS

office and if sent by post shall be deemed to have been made or given at noon on the day following the day the letter was posted

4 The Bank or any manager or officer of the Bank or of any branch thereof is hereby irrevocably empowered to receive all debts and sums of money hereby assigned to the Bank and on payment thereof to give an effectual discharge therefor and on non-payment thereof to take and institute (if the Bank in its sole discretion so decides) all steps and proceedings either in the name of the Assignor or in the name of the Bank for the recovery thereof and also to agree accounts and to make allowances and to give time to any surety and whatsoever the Bank or any manager or officer of the Bank or of any branch thereof shall do or purport to do hereunder the Assignor hereby undertakes to ratify and confirm

5 All costs charges and expenses incurred hereunder by the Bank and all other moneys paid by the Bank in perfecting or otherwise in connection with this security and all costs of the Bank of all proceedings for enforcement of the security hereby constituted or for obtaining payment of the moneys hereby secured shall be recoverable from the Principal Debtor as a debt and may be debited to any account of the Principal Debtor and shall bear interest accordingly and shall be repayable from this security and the security hereby conferred shall be in addition and without prejudice to any and every other remedy lien or security which the Bank may have or but for the said security would have for the moneys hereby secured or any part thereof

6 This security shall (subject to the provisions of clause 12(b) hereof) be a continuing security to the Bank notwithstanding any settlement of account or other matter or thing whatsoever and shall not prejudice or affect any security which may have been created by any deposit of any documents relating to the property referred to in the schedule hereto which may have been made with the Bank prior to the execution hereof or any other security which the Bank may now or at any time hereafter hold in respect of the moneys hereby secured or any of them or any part thereof respectively

7 In these presents where context so admits the expression the "Principal Debtor" shall include his personal representatives the expression "the Assignor" shall include persons deriving title under the Assignor or entitled to redeem this security and the expression "the Bank" shall include persons deriving title under the Bank

8 The Bank shall be at liberty from time to time to give time for payment of any bills of exchange promissory notes or other securities which may have been discounted for or received on account from the Principal Debtor by the Bank or on which the Principal Debtor shall or may be liable as drawer acceptor maker indorser or otherwise to any parties liable thereon or thereto as the Bank in its absolute discretion shall think fit without releasing the Principal Debtor or affecting their liability under these presents or the security hereby created

9 As between the Principal Debtor on the one hand and the Assignor and the property referred to in the schedule hereto on the other hand the Principal Debtor shall be primarily liable for the payment of the moneys hereby covenanted to be paid by the Principal Debtor but this provision shall not affect the Bank or in anyway preclude the Bank from enforcing or having recourse to all or any remedies or means for recovering payment thereof which may be available under these presents or otherwise at such times and in such order and manner as the Bank shall think fit

10 None of this security shall be released by time being given to the Principal Debtor or by any arrangement in relation to other securities or by any act matter or thing whether occurring before or after demand whereby the same might have been released (except an express release duly executed by or on behalf of the Bank) and any moneys which may not be otherwise recoverable hereunder by reason of any legal limitation disability or incapacity on or of the Principal Debtor shall nevertheless be recoverable from any of this security as

though such moneys had been advanced to the Assignor and as if the Assignor were the sole or Principal Debtor in respect thereof and this security had secured such indebtedness

11 In the event of the bankruptcy, winding up, or any arrangement with the creditors of the Principal Debtor

(a) any moneys together with interest thereon hereby secured shall be deemed to continue due and owing to the Bank until the same are actually paid,

(b) the Assignor shall not until the Bank has been fully repaid as to capital and interest be entitled to participate in any other security held by the Bank or in moneys received by the Bank on account of moneys due from the Principal Debtor,

(c) any dividends or payments received by the Bank shall be taken and applied as payments in gross and shall not prejudice the right of the Bank to recover out of any of the security all the moneys hereby secured

(d) the Bank shall be entitled to prove for the full amount of the claim of the Bank and to retain the whole of the dividends to the exclusion of the rights (if any) of the Assignor in competition with the Bank until the Bank has been fully repaid

12 (a) The continuing nature of the security hereby created shall not be determined or affected by notice to the Bank of the death or mental incapacity of the Assignor

(b) The continuing nature of the security hereby created may be determined at the expiration of three calendar months after the receipt by the Bank from the Assignor of notice in writing to determine it and the amount hereby secured in respect of such liabilities shall on the expiration of such notice be crystallized except as regards unascertained or contingent liabilities and additional sums for interest costs and expenses

13 If "the Principal Debtor" or "the Assignor" shall consist of two or more parties such respective expressions shall throughout mean and include such two or more parties and each of them or (as the case may require) such two or more parties or any of them and shall so far as the context admits be construed as well in the plural as in the singular and all covenants assignments agreements and undertakings herein expressed or implied on the part of the Principal Debtor and the Assignor respectively shall be deemed to be joint and several covenants assignments agreements and undertakings by such parties And in particular this security and the covenants contained in clause 1 hereof and the remaining covenants assignments agreements and undertakings by the Principal Debtor and the Assignor respectively herein contained shall extend and apply to any moneys owing or liabilities incurred by any of the parties comprised in such respective expressions to the Bank whether solely or jointly with each other or with any other person and reference to the Principal Debtor in relation to the retirement of bills and in clauses 3, 8, 10, 11 and 12 shall mean and include any one or more of the parties comprised in such expression

IN WITNESS whereof the Principal Debtor and the Assignor have executed these presents as a deed the day and year first above written

THE SCHEDULE REFERRED TO

All those moneys held by RICHARD FREEMAN & CO SOLICITORS 13 RADNOR WALK LONDON on behalf of the Assignor

Executed as a deed by
CRESSMANOR INVESTMENT COMPANY LIMITED

_____Director

_____Director/Secretary

Company's Registered Number 6237182

Executed as a deed by GEORGE STAPLES LIMITED

_____Director

_____Director/Secretary

Company's Registered Number 370099

This Form is applicable to FREEHOLDS and LEASEHOLDS, whether the title is registered or unregistered, but is to be used only where the security is given to secure the liabilities of one or more than one THIRD PARTY. Any liabilities of the MORTGAGOR (S) are also secured

This Legal Charge

made the day of 2007

Between (1) CRESSMANOR INVESTMENT COMPANY LIMITED
25 HARLEY STREET
LONDON

("the Principal Debtor")

(2) GEORGE STAPLES LIMITED
29A DERBY STREET
HANLEY
STOKE ON TRENT
STAFFORDSHIRE

("the Mortgagor")

and **(3)** **Barclays Bank PLC**

("the Bank")

Witnesses and it is agreed and declared as follows -

1 (A) The Principal Debtor hereby covenants with the Bank that the Principal Debtor will on demand in writing made to the Principal Debtor pay or discharge to the Bank all money and liabilities which shall for the time being (and whether on or at any time after such demand) be due owing or incurred to the Bank by the Principal Debtor

(B) The Mortgagor hereby covenants with the Bank that the Mortgagor will on demand in writing made to the Mortgagor pay or discharge to the Bank all money and liabilities which shall for the time being (and whether on or at any time after such demand) be due owing or incurred to the Bank by the Mortgagor

in each case whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety including interest discount commission or other lawful charges and expenses which the Bank may in the course of its business charge in respect of any of the matters aforesaid or for keeping their respective accounts and so that interest shall be computed and compounded according to the usual mode of the Bank as well after as before any demand made or judgment obtained hereunder and on such demand the Principal Debtor or (as the case may be) the Mortgagor will retire all bills or notes which may for the time being be under discount with the Bank and to which he is a party whether as drawer acceptor maker or indorser without any deduction whatsoever

2.1 The Mortgagor with full title guarantee hereby charges by way of legal mortgage ALL THAT the property referred to in the First Schedule hereto ("the Mortgaged Property") with the

payment or discharge of all moneys and liabilities hereby covenanted to be paid or discharged whether by the Principal Debtor or by the Mortgagor

2.2 The Mortgagor with full title guarantee hereby assigns to the Bank as a continuing security for the payment or discharge of all money and liabilities hereby covenanted to be paid or discharged by the Principal Debtor or by the Mortgagor by way of fixed charge all rental and other income and all monetary debts and claims (including things in action which give rise to or may give rise to a debt or debts) now or hereafter due or owing to the Mortgagor under or in connection with any leases, lease agreements, underleases, tenancy agreements and licences of the Mortgaged Property or any part or parts thereof and the full benefit of all rights and remedies of the Mortgagor relating thereto (hereafter called **"the Rental Income"**) ***to hold*** absolutely, subject nevertheless to redemption upon payment or discharge of all money and liabilities hereby covenanted to be paid or discharged by the Mortgagor or the Principal Debtor

2.3 The Mortgagor shall

2 3.1 collect as agent for the Bank all Rental Income assigned by way of fixed charge to the Bank under sub-clause 2 2 and pay, or cause the company, firm or person for the time being managing the Mortgaged Property to pay to the account of the Principal Debtor or the Mortgagor (as the Bank may direct) with the Bank all money which it may receive in respect thereof forthwith on receipt and pending such payment, hold all money so received on trust for the Bank;

2.3 2 not, without the prior written consent of the Bank, charge, factor, discount or assign any Rental Income in favour of any other person or purport to do so.

2.4 The Mortgagor shall, if and whenever required by the Bank and at the cost of the Mortgagor, promptly perform all such acts and execute and deliver all such deeds, instruments, notices and other documents of any kind in such form as the Bank may require for enhancing or perfecting this security or preserving the property rights and revenues charged or assigned by the Mortgagor to the Bank under this security (**"the Assets"**) or for facilitating the enforcement or realisation of this security or the exercise of any powers, authorities and discretions conferred by this security or by law on the Bank or any Receiver (as defined below) including (without limitation) executing a legal assignment in such form as the Bank may require over all or any of the Rental Income

3 A demand for payment or any other demand or notice under this security may be made or given by any manager or officer of the Bank or of any branch thereof by letter addressed to the Principal Debtor or (as the case may require) the Mortgagor and sent by post to or left at his respective last known place of business or abode or at the option of the Bank in the case of a company its registered office and if sent by post shall be deemed to have been made or given at noon on the day following the day the letter was posted

4. During the continuance of this security no statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of the Mortgaged Property or any part thereof shall be capable of being exercised by the Mortgagor without the previous consent in writing of the Bank nor shall section 93 of the Law of Property Act 1925 dealing with the consolidation of mortgages apply to this security

5 Section 103 of the said Act shall not apply to this security but the statutory power of sale shall as between the Bank and a purchaser from the Bank arise on and be exercisable at any time after the execution of this security provided that the Bank shall not exercise the said power of sale until payment of the moneys hereby secured or any part thereof has been

demanded but this proviso shall not affect a purchaser or put him upon inquiry whether such demand has been made

6 (a) At any time after the Bank shall have demanded payment of any moneys hereby secured or if requested by the Mortgagor the Bank may appoint by writing any person or persons (whether an officer of the Bank or not) to be receiver and manager or receivers and managers ("the Receiver" which expression shall where the context so admits include the plural and any substituted receiver and manager or receivers and managers) of all or any part of the Assets.

(b) Where two or more persons are appointed to be the Receiver any act required or authorised under any enactment or this Legal Charge and assignment (including the power of attorney contained in Clause 6(g) hereof) or otherwise to be done by the Receiver may be done by any one or more of them unless the Bank shall in such appointment specify to the contrary.

(c) The Bank may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place

(d) The Receiver shall (so far as the law permits) be the agent of the Mortgagor (who shall alone be personally liable for his acts defaults and remuneration) and shall have and be entitled to exercise all powers conferred by the Law of Property Act 1925 in the same way as if the Receiver had been duly appointed thereunder and in particular by way of addition to but without hereby limiting any general powers hereinbefore referred to (and without prejudice to any of the Bank's powers) the Receiver shall have power in the name of the Mortgagor or otherwise to do the following things namely:-

(i) to take possession of collect and get in all or any part of the Assets and for that purpose to take any proceedings as he shall think fit,

(ii) to commence and/or complete any building operations on the Mortgaged Property or any part thereof and to apply for and obtain any planning permissions building regulation approvals and any other permissions consents or licences in each case as he may in his absolute discretion think fit;

(iii) to redeem any prior encumbrance and to raise money from the Bank or others on the security of the Mortgaged Property or otherwise,

(iv) to provide such facilities and services for tenants and generally to manage the Mortgaged Property in such manner as he shall think fit;

(v) if the Mortgaged Property is leasehold to vary the terms of or surrender any lease and/or to take a new lease thereof or of any part thereof on such terms as he shall think fit and so that any such new lease shall ipso facto become charged to the Bank on the terms hereof so far as applicable and to execute a formal legal charge over any such new lease in favour of the Bank in such form as it may require,

(vi) to sell let or lease or concur in selling letting or leasing and to vary the terms of terminate or accept surrenders of leases or tenancies of the Mortgaged Property or any part thereof in such manner and for such term with or without a premium with such rights relating to other parts thereof and containing such covenants on the part of the Mortgagor and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as in his absolute discretion he shall think fit,

(vii) to make any arrangement or compromise which the Bank or he shall think fit;

(viii) to make and effect all repairs improvements and insurances,

(ix) to appoint managers officers contractors and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine,

(x) to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do;

PROVIDED NEVERTHELESS THAT the Receiver shall not be authorised to exercise any of the aforesaid powers if and insofar and so long as the Bank shall in writing exclude the same whether in or at the time of his appointment or subsequently

(e) The statutory powers of sale leasing and accepting surrenders exercisable by the Bank hereunder are hereby extended so as to authorise the Bank whether in its own name or in that of the Mortgagor to grant a lease or leases of the whole or any part or parts of the Mortgaged Property with such rights relating to other parts thereof and containing such covenants on the part of the Mortgagor and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Bank in its absolute discretion shall think fit

(f) In no circumstances shall the Bank or the Receiver be liable to account to the Mortgagor as a mortgagee in possession or otherwise for any money not actually received by the Bank or the Receiver respectively

(g) The Mortgagor by way of security hereby irrevocably appoints the Bank (whether or not a Receiver has been appointed) and als (as a separate appointment) the Receiver jointly and also severally the Attorney and Attorneys of the Mortgagor (with full power to appoint substitutes and to sub-delegate) for the Mortgagor and in his name and on his behalf and as his act and deed or otherwise to sign seal deliver and otherwise perfect any deed assurance agreement instrument or act which may be required or may be deemed proper for any of the purposes of the Mortgage including (without limitation) any conveyance or transfer of a legal estate to any purchaser of the Mortgaged Property

(h) All powers of the Receiver hereunder may be exercised by the Bank whether as attorney of the Mortgagor or otherwise and whether or not the Receiver has been appointed

7 The Mortgagor hereby covenants with the Bank that the Mortgagor during the continuance of this security will keep all buildings now or for the time being subject to this security insured against loss or damage by fire and such other risks as the Bank may from time to time require to the full replacement value thereof with an insurance office or underwriters approved by the Bank in writing from time to time and if so required by the Bank in the joint names of the Mortgagor and the Bank and will duly pay all premiums and other moneys necessary for effecting and keeping up such insurance within one week of the same becoming due and will on demand produce to the Bank the policies of such insurance and the receipts for such payments And will keep all buildings now or for the time being subject to this security in good repair And will duly and with reasonable expedition complete any building operations commenced at any time by the Mortgagor on the Mortgaged Property And at any time after payment of the moneys hereby secured has been demanded or if default shall be made by the Mortgagor in performing any of the above obligations the Bank

may as the case may be insure and keep insured the said buildings in any sum which the Bank may think expedient or may repair and keep in repair the said buildings or may complete any such building operations (with power to enter upon the Mortgaged Property for any of those purposes without thereby becoming a mortgagee in possession) And all moneys expended by the Bank under this provision shall be deemed to be properly paid by the Bank

8 All moneys received on any insurance whatsoever in respect of loss or damage by fire or otherwise to the said buildings or any part thereof (whether effected or maintained by the Mortgagor in pursuance of his obligation under the covenant in that behalf contained in clause 7 hereof or independently of or otherwise than in pursuance of such obligation) shall as the Bank requires either be applied in making good the loss or damage in respect of which the moneys are received or be paid to the Bank in or towards payment of the moneys for the time being hereby secured or such part or parts thereof as the Bank may require

9. All costs charges and expenses incurred hereunder by the Bank and all other moneys paid by the Bank or the Receiver in perfecting or otherwise in connection with this security or in respect of the Mortgaged Property including (without prejudice to the generality of the foregoing) all moneys expended by the Bank under clause 7 hereof and all costs of the Bank or the Receiver of all proceedings for enforcement of the security hereby constituted or for obtaining payment of the moneys hereby secured or any part thereof or arising out of or in connection with the acts authorised by clause 6 hereof (and so that any taxation of the Bank's costs charges and expenses shall be on a full indemnity basis) shall be recoverable so far as they relate to the liabilities of the Principal Debtor from the Principal Debtor and so far as they relate to the liabilities of the Mortgagor from the Mortgagor as a debt and may be debited to any account of the Principal Debtor or of the Mortgagor as the case may be and shall bear interest accordingly and shall be charged on the Mortgaged Property and the charge hereby conferred shall be in addition and without prejudice to any and every other remedy lien or security which the Bank may have or but for the said charge would have for the moneys hereby secured or any part thereof

10 The Bank shall be at liberty from time to time to give time for payment of any bills of exchange promissory notes or other securities which may have been discounted for or received on account from the Principal Debtor or the Mortgagor by the Bank or on which the Principal Debtor or the Mortgagor shall or may be liable as drawer acceptor maker indorser or otherwise to any parties liable thereon or thereto as the Bank in its absolute discretion shall think fit without releasing the Principal Debtor or the Mortgagor or affecting their respective liability under these presents or the security hereby created

11 This security shall (subject to the provisions of clause 19*(b)* hereof) be a continuing security to the Bank notwithstanding any settlement of account or other matter or thing whatsoever and shall not prejudice or affect any security which may have been created by any deposit of title deeds or other documents which may have been made with the Bank prior to the execution hereof relating to the Mortgaged Property or to any other property or any other security which the Bank may now or at any time hereafter hold in respect of the moneys hereby secured or any of them or any part thereof respectively

12 The Bank shall on receiving notice that the Mortgagor has incumbered or disposed of the Mortgaged Property or any part thereof or on the expiration of written notice given under the provisions of clause 19*(b)* hereof be entitled to close the then current account or accounts of the Principal Debtor and the Mortgagor or either of them and to open a new account or accounts with either or both of them and (without prejudice to any right of the Bank to combine accounts) no money paid into or carried to the credit of any such new account shall be appropriated towards or have the effect of discharging any part of the amount due to the Bank on any such closed account If the Bank does not open a new

account or accounts immediately on receipt of such notice it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by the Mortgagor or the Principal Debtor to the Bank shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount due from the Mortgagor or from the Principal Debtor to the Bank at the time when it received such notice

13 At any time after payment of the moneys hereby secured or any part thereof has been demanded and any part thereof remains unpaid the Bank may as agent of the Mortgagor remove and sell any chattels on the Mortgaged Property and the net proceeds of sale thereof shall be paid to the Mortgagor on demand and the Bank shall not have the right to retain or set off such proceeds of sale against any indebtedness of the Mortgagor to the Bank

14. The Mortgagor hereby covenants with the Bank to pay any sums which become payable by the Mortgagor under the Agricultural Holdings Act 1986, the Agriculture Act 1986 the Agricultural Tenancies Act 1995 or any other statute for compensation costs or otherwise to a tenant of the Mortgaged Property or any part thereof failing which the Bank may pay the said sum or discharge any charge created in pursuance of any such statute for securing the same and any moneys paid by the Bank under this clause shall be deemed to be expenses properly incurred by the Bank hereunder.

15 The Mortgagor hereby covenants with the Bank that.-

(a) if and so long as the title to the Mortgaged Property or any part thereof is not registered under the Land Registration Acts 1986 to 2002 no person shall during the continuance of this security be registered under the said Acts as proprietor of the Mortgaged Property or any part thereof without the consent in writing of the Bank,

(b) upon any such registration the Mortgagor will forthwith deliver to the Bank all Land Certificates relating to the Mortgaged Property unless such certificates are deposited with the Land Registry.

16 The Mortgagor hereby covenants that during the continuation of this security·

16.1 the Mortgagor shall give irrevocable instructions in the form set out in the Second Schedule hereto to any company, firm or person who is currently employed by the Mortgagor to manage the Mortgaged Property or to any new company, firm or person appointed in accordance with clause 16 2 hereof to so manage the Mortgaged Property and will cause any such company, firm or person to sign and deliver an acknowledgement and undertaking in the form set out in the Third Schedule with such amendments as the Bank may require; and

16 2 if so required by the Bank the Mortgagor shall appoint such company, firm or person as the bank may approve or specify to manage the Mortgaged Property and to collect the Rental Income or remove any company, firm or person so acting and appoint another company, firm or person instead on terms approved by the Bank,

16 3 the Mortgagor shall forthwith if called upon to do so by the Bank, at the Mortgagor's cost, deliver such particulars as to the amount and nature of the Rental Income (including without limitation the identity and addresses of any tenants or licensees of the Mortgaged Property) as the Bank may from time to time require,

16.4 the Mortgagor shall not, without the prior consent of the Bank, cause or permit any of its claims for Rental Income to be compromised, compounded, discharged,

postponed, released or subordinated or any of its rights in connection therewith to be waived or anything to be done or omitted to be done with might delay or prejudice the full recovery thereof;

16 5 the Mortgagor shall not, without the prior consent of the Bank, vary or agree to vary any of the terms of any leases or licences of the Mortgaged Property or remove or suspend any company, firm or persons engaged in the management of the Mortgaged Property or appoint another company, firm or person to manager the Mortgaged Property except as provided under clause 16.2

16 6 the Mortgagor shall enforce the due payment of the rents reserved by and the due performance by any tenant, licensee or occupant of such person's obligations contained in any lease, underlease, tenancy agreement and licence derived out of the Mortgagor's interest in the Mortgaged Property and perform the obligations of the Mortgagor as landlord or licensor thereunder,

16.7 the Mortgagor shall take all necessary steps to ensure a speedy resolution of any rent reviews imposed by any leases derived out of the Mortgagor's interest in the Mortgaged Property for the best rent reasonably obtainable.

17 Any party hereto which is a company certifies that this charge does not contravene any of the provisions of its Memorandum and Articles of Association

18. The Mortgaged Property shall not be released by time being given to the Principal Debtor or by any arrangement in relation to other securities or by any act matter or thing whether occurring before or after demand whereby the same might have been released (except an express release duly executed by or on behalf of the Bank) and any moneys which may not be otherwise recoverable hereunder by reason of any legal limitation disability or incapacity on or of the Principal Debtor shall nevertheless be recoverable from the Mortgaged Property as though such money had been advanced to the Mortgagor and as if the Mortgagor were the sole or principal debtor in respect thereof and this charge had secured such indebtedness

19. In the event of the bankruptcy or winding up or any arrangement with the creditors of the Principal Debtor -

(a) any money hereby secured shall be deemed to continue due and owing to the Bank until the same are actually paid;

(b) the Mortgagor shall not until the Bank has been fully repaid be entitled to participate in any other security held by the Bank or in moneys received by the Bank on account of moneys due from the Principal Debtor,

(c) any dividends or payments received by the Bank shall be taken and applied as payments in gross and shall not prejudice the right of the Bank to recover out of the Mortgaged Property all the moneys hereby secured,

(d) the Bank shall be entitled to prove for the full amount of the claim of the Bank and to retain the whole of the dividends to the exclusion of the rights (if any) of the Mortgagor in competition with the Bank until the Bank has been fully repaid.

20 (a) The continuing nature of the security hereby created shall not be determined or affected by notice to the Bank of the death or mental incapacity of the Mortgagor.

(b) So far only as the liabilities of the Principal Debtor are concerned the continuing nature of the security hereby created may be determined at the expiration of three calendar months after the receipt by the Bank from the Mortgagor of notice in writing to determine it and the amount hereby secured in respect of such liabilities shall on the expiration of such notice be crystallized except as regards unascertained or contingent liabilities and additional sums for interest costs and expenses.

21 As between the Principal Debtor on the one hand and the Mortgagor and the Mortgaged Property on the other hand the Principal Debtor shall be primarily liable for the payment of the moneys hereby covenanted to be paid by the Principal Debtor but this provision shall not affect the Bank or in any way preclude the Bank from enforcing or having recourse to all or any remedies or means for recovering payment thereof which may be available under these presents or otherwise at such times and in such order and manner as the Bank shall think fit

22. In these presents where the context so admits the expression "the Principal Debtor" shall include his personal representatives the expression "the Mortgagor" shall include persons deriving title under the Mortgagor or entitled to redeem this security and the expression "the Bank" shall include persons deriving title under the Bank and any reference herein to any statute or section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force.

23 If there are two or more parties hereto of the first or second parts the expressions "the Principal Debtor" and "the Mortgagor" respectively shall throughout mean and include such two or more parties and each of them or (as the case may require) such two or more parties or any of them and shall so far as the context admits be construed as well in the plural as in the singular and all covenants charges agreements and undertakings herein expressed or implied on the part of the Principal Debtor and the Mortgagor respectively shall be deemed to be joint and several covenants charges agreements and undertakings by such parties And in particular this security and the covenants contained in clause 1 hereof and the remaining covenants charges agreements and undertakings by the Principal Debtor and the Mortgagor respectively herein contained shall extend and apply to any moneys owing or liabilities incurred by any of the parties comprised in such respective expressions to the Bank whether solely or jointly with each other or with any other person and references to the Principal Debtor or the Mortgagor in relation to the retirement of bills and in clauses 3, 9, 10, 12, 17, 18 and 19 shall mean and include any one or more of the parties comprised in such respective expressions as well as such parties jointly

In Witness whereof the Principal Debtor and the Mortgagor have executed these presents as a deed the day and year first above written

The First Schedule above referred to

The Freehold and Leasehold properties which are set out below

UNREGISTERED LAND			
ADDRESS OF PROPERTY AND FREEHOLD /LEASEHOLD	Date	Description (Conveyance, Lease Assignment, Mortgage, Assent, etc)	Parties

ADDRESS OF PROPERTY	Land Certificate(s) Title No (s)	Administrative area
18 MUNRO STREET STOKE ON TRENT		
82/84 UPPER HUNTBACH STREET HANLEY STOKE ON TRENT STAFFORDSHIRE		
42 MARKET STREET KIDSGROVE STOKE ON TRENT		
SOUTH EAST SIDE OF DERBY STREET HANLEY STOKE ON TRENT STAFFORDSHIRE & 29 DERBY STREET HANLEY		
LAND ON THE NORTH EAST SIDE OF KIMBERWORTH ROAD ROTHERHAM (19/21)		
8 BILBROOK ROAD CODSALL WOLVERHAMPTON		
13 CAMPBELL PLACE (LONDON ROAD) STOKE ON TRENT		
22 THE STRAND LONGTON STOKE ON TRENT		
UNITS 15 – 19 WINPENNY ROAD PARKHOUSE INDUSTRIAL ESTATE NEWCASTLE UNDER LYME		
112 HIGH STREET TUNSTALL STOKE ON TRENT STAFFORDSHIRE		

UNIT 6 PHASE III FESTIVAL TRADE PARK ETRURIA STOKE ON TRENT STAFFORDSHIRE		
69 CREWE ROAD ALSAGER STOKE ON TRENT STAFFORDSHIRE		
25 LAWTON ROAD ALSAGER STOKE ON TRENT STAFFORDSHIRE		
LAND TO THE REAR OF 27 LAWTON ROAD ALSAGER STOKE ON TRENT		
15 AND 15A FOUNTAIN STREET LEEK		

The Second Schedule above referred to

Form of Instructions to Managing Agent

To [Managing Agent]
From. [Mortgagor]

Dated.

Dear Sirs

[Name of Property]

1 We write to give you notice that by a Legal Charge (the "Mortgage") dated ..... executed by us in favour of Barclays Bank PLC (the "Bank") we have assigned by way of fixed charge to the Bank, among other things, all present and future rents, profits, income, fees, service charges and other sums (the "Rental Sums") payable or becoming payable to us under the lease agreements, leases, underleases, tenancy agreements and licences (the "Leases") to which the above property is for the time being subject [A copy of the Mortgage is enclosed.]

2 You are hereby irrevocably and unconditionally instructed as our agent·

(a) duly and punctually to collect the full amount of all Rental Sums as and when they become due and payable,

(b) forthwith to pay all sums of money in respect of the Rental Sums so collected by you in such manner and to such account as the Bank may from time to time require (subject only to the deduction of such fees as the Bank may expressly approve in writing for payment to you as remuneration for the collection of such sums);

(c) to disclose to the Bank all such information as it may require from time to time in connection with the above property, the Leases, and the Rental Sums without further authority from us and without any obligation by you to enquire as to the purpose or justification for such disclosure

3. This notice and the instructions and authorisations herein contained are irrevocable and may not be amended, supplemented, terminated, abrogated or withdrawn without the express prior written consent of the Bank

4 We shall be grateful if you will sign, and forward to the Bank, the enclosed Form of Acknowledgement and Undertaking to confirm you acceptance of these instructions and authorisations.

Yours faithfully

[For and on behalf of the Mortgagor]

.....
[duly authorised]

The Third Schedule above referred to

Form of Acknowledgement and Undertaking
by Managing Agent

To: Barclays Bank PLC

For the attention of

Dated

Dear Sirs

[Insert details of Property and Mortgagor]

1. We hereby acknowledge receipt of a letter dated [ ] addressed to us by [insert Mortgagor's name] (a copy of which is attached) [together with a copy of the Mortgage referred to in it]. Expressions defined in the attached letter shall have the same meanings herein.

2 We confirm our acceptance of the instructions and authorisations contained in that letter and we undertake to you to act in accordance with and to comply with those instructions IN particular, we undertake that we shall forthwith pay all sums collected by us in respect of the Rental Sums immediately on receipt to you in such manner and to such account as you may from time to time require All such sums shall be paid to you in full, free and clear of any claims, demands or rights of set-off, and without any deductions or withholdings of any nature whatsoever, except only for the deduction of such fees as you may expressly approve in writing for payment to us as remuneration for the collection of the Rental Sums concerned

3 We acknowledge that the Rental Sums will be treated as assigned to you by way of fixed charge as provided in the Mortgage and we undertake not to do or omit to do anything inconsistent with the terms of the Mortgage

4 The above acknowledgements and undertakings are given in the knowledge that they are required by you pursuant to the Mortgage in consideration of our acting as agent on behalf of [insert Mortgagor's name] for the collection of the Rental Sums

Yours faithfully

for and on behalf of
[Managing Agents]

★WARNING★
This security covers the liabilities of somebody else. If they do not repay the Bank may sell the charged asset. You are STRONGLY RECOMMENDED to seek independent legal advice before signing.

Executed as a deed by CRESSMANOR INVESTMENT COMPANY LIMITED

_____Director

_____Director/Secretary

Company's Registered Number 06237182

Executed as a deed by GEORGE STAPLES LIMITED

_____Director

_____Director/Secretary

Company's Registered Number 370099

The address of the Bank for service is

UK Banking Service Centre, P.O Box No 299, Birmingham, B1 3PF

The following parties acknowledge receipt of a copy of this legal charge

GEORGE STAPLES LIMITED

For use only in the case of unregistered land

Release

This Release made the day of
Between BARCLAYS BANK PLC of the one part and the within named mortgagor of the other part witnesses that the Bank hereby releases the property comprised in or charged by the within written deed from the charge thereby created and all claims and demands thereunder

In witness whereof of

in exercise of the power conferred upon him by a Power of Attorney dated

the day of

has executed this deed the day and year first above written

Signed as a Deed by the above named

as the Attorney of the above named BARCLAYS BANK PLC in the presence of

Receipt pursuant to Section 115 of the Law of Property Act 1925

Barclays Bank PLC hereby acknowledges this

day of

that it has received the balance of the moneys (including interest and costs) secured by the within written Deed the payment having been made by

*Delete these lines if payment is made by any person other than the Principal Debtor or the Mortgagor

*with intent to discharge the same and to revest the Mortgaged Property in the within named Mortgagor

For and on behalf of BARCLAYS BANK PLC

(A Manager)

Co No. 370099

STANDARD SECURITY

by

GEORGE STAPLES LIMITED

in favour of

BARCLAYS BANK PLC

Property 36 Henderson Street, Bridge of Allan

Brodies LLP
15 Atholl Crescent
Edinburgh EH3 8HA
Fas 0468
Tel No 0131 228 3777
Fax No 0131 228 3878
(Ref NS. HAC9 3)

WE, GEORGE STAPLES LIMITED, incorporated in England and Wales (registered number 370099) and having our registered office at 29A Derby Road, Hanley, Stoke on Trent, ST1 3LE (referred to in this Standard Security as the "Chargor") AGREE and CONFIRM in this Deed that -

1 1 **Definitions**

1 1 1 **"Debenture"** means the guarantee and debenture of even date herewith between the the Chargor, Cressmanor Investment Company Limited and Barclays Bank plc,

1 1 2 **"Facility Agreement"** means the agreement of even date between Cressmanor Investment Company Limited and Barclays Bank plc,

1 1 3 **"Property"** means the subjects at 36 Henderson Street, Bridge of Allan, as more particularly described below,

1 1 4 **"Secured Documents"** means the Facility Agreement and the Debenture,

1 1 5 **"Secured Obligations"** means all obligations owing to Barclays Bank plc under or pursuant to the Secured Documents (including this Standard Security), whether present or future, actual or contingent (and whether incurred solely or jointly, and whether as principal or surety or in some other capacity), and including any liability in respect of any further advances made under any of the Secured Documents,

1 2 **Construction**

1 2 1 capitalised terms defined in the Secured Documents shall have, unless expressly defined in this Standard Security, the same meaning in this Standard Security,

1 2 2 in the event of any conflict between the terms of the Secured Documents and the terms of this Standard Security the terms of the Secured Documents shall prevail

AND WE the Chargor HEREBY undertake to Barclays Bank plc that we will on demand pay and discharge the Secured Obligations and in security of the payment and discharge of the said Secured Obligations we DO HEREBY GRANT a Standard Security in favour of Barclays Bank plc over the Property, being ALL and WHOLE the heritable subjects known as 36 Henderson Street, Bridge of Allan all as the same are registered in the Land Register of Scotland under Title Number STG10457

And we agree that the Standard Conditions shall be varied to the effect that (1) the whole terms, undertakings, obligations, powers, rights, provisions and others contained in the Facility Agreement and the Debenture shall be incorporated in and shall form part of this Standard Security and shall be held to be repeated herein *mutatis mutandis* (2) in the event of conflict between the terms of the Standard Conditions and the Facility Agreement, or the Debenture, the terms of the Facility Agreement and the Debenture (as

appropriate) will prevail And we grant warrandice but excepting thereupon Lease between the Chargor and Lloyds Pharmacy Limited dated 14 February 2000 and 10 May 2000 IN WITNESS WHEREOF these presents consisting of this and the preceding page are executed as follows -

For George Staples Limited

Signature of Director	Signature of Director
Full name of above (print)	Full name of above (print)
	Date of signing
	Place of signing

Co. No. 370099

ASSIGNATION OF RENTS

by

GEORGE STAPLES LIMITED

in favour of

BARCLAYS BANK PLC

Property 36 Henderson Street, Bridge of Allan

Brodies LLP
15 Atholl Crescent
Edinburgh EH3 8HA
T 0131 228 3777
F 0131 228 3878
DX ED 10
Ref NS HAC.9 3
FAS 0468
2007

WE, GEORGE STAPLES LIMITED incorporated under the Companies Acts registered number 370099) and having our registered office at 29A Derby Road, Hanley, Stoke on Trent, ST1 3LE (referred to in this Deed as the "Assignor") AGREE and CONFIRM in this Deed that -

1 1 **definitions**

1 1 1 **"Facility Agreement"** means the agreement entered into among Cressmanor Investment Company Limited and Barclays Bank plc dated on or around the date of this Deed,

1 1 2 **"Debenture"** means the guarantee and debenture entered into among the Assignor, Cressmanor Investment Company Limited and Barclays Bank plc dated on or around the date of this Deed,

1 1 3 **"Leases"** means the leases and guarantees detailed in Part 2 of the Schedule annexed and subscribed as relative hereto,

1 1 4 **"Property"** means 36 Henderson Street, Bridge of Allan,

1 1 5 **"Rental Income"** means all sums paid or payable to or for the benefit of the Assignor arising from the letting, use or occupation of the Property, including (but without double counting)

1 1 5 1 rents, licence fees and equivalent sums reserved or made payable,

1 1 5 2 sums received from any deposit held as security for performance of any tenant's obligations,

1 1 5 3 any other monies payable in respect of use and/or occupation of the Property,

1 1 5 4 receipts from or the value of consideration given for the surrender, renunciation or variation of any Lease,

1 1 5 5 proceeds paid by way of reimbursement of expenses incurred or on account of expenses to be incurred in the management, maintenance and repair of the Property,

1 1 5 6 any contribution by an occupational tenant of the Property to ground rent due under any of the Leases out of which the Chargor derives its interest in the Property,

1 1 5 7 any payment from a guarantor or other surety in respect of any of the items listed in this definition,

1 1 5 8 any moneys payable under any policy of insurance in respect of loss of rent or interest on rent, and

1 1 5 9 any damages, compensation or expenses for or representing loss of rent awarded to or agreed as a result of any proceedings taken or claim made for the same,

1 1 6 **"Secured Obligations"** means the actual, contingent, present and future obligations and liabilities of the Assignore to Barclays Bank plc under or pursuant to the Facility Agreement or the Debenture and of the Assignor pursuant to the provisions of this Deed,

1 1 7 **"Tenants"** means the tenants for the time being and from time to time under the Leases

1 2 **construction**

1 2 1 capitalised terms defined in the Facility Agreement shall have, unless expressly defined in this Deed, the same meaning in this Deed,

1 2 2 in the event of any conflict between the terms of the Facility Agreement and the terms of this Deed the terms of the Facility Agreement shall prevail

AND WE the Assignor for its whole right, title and interest for themselves and their successors (in whatever capacity) in the property rights and assets secured by this Deed HEREBY undertake to Barclays Bank plc that we will duly and punctually pay and discharge the Secured Obligations whether solely or jointly with one or more persons and whether as principal, surety or cautioner, in the manner provided in or contemplated by the agreements, deeds or instruments pursuant to which such obligations arise and in security of the payment and discharge of the Secured Obligations and the Assignor DOES HEREBY ASSIGN to and in favour of Barclays Bank plc (for itself and as security trustee for the Secured Parties) their whole entitlement to receive from the Tenants and from any other relevant third party (as appropriate), the Rental Income, And by our execution of these presents we direct and authorise the Tenants and any other relevant third party (as appropriate), with effect from the date of intimation of this Assignation to such Tenants and any other relevant third party (as appropriate) to pay and make over to Barclays Bank plc or as Barclays Bank plc may from time to time direct such of the Rental Income and all instalments thereof as (a) may then have become due by such Tenants under the Leases or any other relevant third party (as appropriate) and are unpaid and (b) may thereafter become due, as and when the same fall due for payment, And the receipt of Barclays Bank plc shall be as valid and effective an acknowledgement of all such payments as if given by the Assignor, And the Assignor and the Beneficial Owner bind and oblige themselves that -

2 The security created by this Assignation shall be a continuing security and shall not be affected by any fluctuations in the Secured Obligations or by the existence at any time of a credit balance on any current or other account, and shall be in addition and without prejudice to, and shall not be

prejudiced by, any other security, heritable or moveable, or guarantee which Barclays Bank plc holds or may hold in respect of the Secured Obligations or any part thereof

3 No purchaser or other person shall be bound or concerned to see or enquire whether the right of Barclays Bank plc to exercise any of the powers hereby conferred has arisen or not or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such power

4 No failure to exercise and no delay in exercising on the part of Barclays Bank plc any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any further exercise thereof, or the exercise of any right, power or privilege No waiver by Barclays Bank plc shall be effective unless it is in writing

5 The rights and remedies of Barclays Bank plc herein provided are cumulative and not exclusive of any rights or remedies provided by law

6 Each of the provisions of this Assignation is separable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby

7 This Assignation shall be governed and construed according to Scots law and the Assignor hereby prorogates the non-exclusive jurisdiction of the Scottish Courts

The Assignor consents to registration of these presents for execution IN WITNESS WHEREOF these presents typewritten on this and the 3 preceding pages and the Schedule are subscribed as follows -

For George Staples Limited

signature of director/secretary/authorised signatory/witness	Signature of Director/secretary/authorised signatory
full name of above (print)	full name of above (print)
	Date of signing
address of witness	Place of signing

SCHEDULE

LEASE BETWEEN THE ASSIGNOR AND LLOYDS CHEMIST LIMITED

DATED 14 FEBRUARY 2000 AND 10 MAY 2000

Co No 370099 - 3 -

Copy

Case Reference 3635699-7662370/SPS
5559

Guarantee and Debenture

by two or more companies

This deed of guarantee and debenture is made on 200
by each of you, the companies named below

Name of Company	Registered Number
GEORGE STAPLES LIMITED	00370099
BUCKNALL PROPERTIES LIMITED	01992449

and by your agent named below

Name of Agent Company	Registered Number
CRESSMANOR INVESTMENT COMPANY LIMITED	06237182

in favour of us, **Barclays Bank PLC**, as security for the liabilities to us of each of you and the Agent

By executing this deed, you each enter into the covenants, guarantees and agreements and create the charges set out in this deed

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All rights reserved

BARCLAYS

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1. Definitions

In this deed, unless the context otherwise requires

'Agent' means the company named as Agent on the front page of this deed and includes any successor appointed under clause 18 1,

'Assets' means, in relation to each of you, all your undertaking, property, assets, rights and revenues, whatever and wherever in the world, present and future, and includes each or any of them,

'Floating Charge Assets' means, in relation to each of you, those of your Assets that are for the time being comprised in the floating charge created by clause 3 1 3, but only insofar as concerns that floating charge,

'Group' means the Agent and each company which is now or in the future a subsidiary undertaking of the Agent or of the Agent's parent undertaking (as defined by section 258 of the Companies Act 1985),

'Indebtedness' includes any obligation for the payment or repayment by any of you to us of money in any currency, whether present or future, actual or contingent, joint or several, whether incurred as principal or surety or in any way whatsoever, including any liability (secured or unsecured) of yours to a third party which subsequently becomes payable to us by assignment or otherwise and including principal, interest, commission, fees and other charges,

'Intellectual Property' means all patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) and in each case, any extensions and renewals of, and any applications for, these rights,

'Intellectual Property Rights' means all and any of your Intellectual Property and all other intellectual property rights and other rights, causes of action, interests and assets comprised in clause 3 1 2(h),

'Land' includes freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures),

'Receivables' means, in relation to each of you, all sums of money receivable by you now or in the future consisting of or payable under or derived from any Assets referred to in clause 3 1 2,

'Receiver' means every person we appoint as a receiver and manager under clause 13, including any substituted receiver and manager,

'Securities' means, in relation to each of you, all stocks, shares, debentures, debenture stock, loan stock, bonds and securities issued by any company or person (other than that one of you) and all other investments as listed in Part II of Schedule 2 to the Financial Services and Markets Act 2000

- which now or in the future represent a holding in a subsidiary undertaking (as defined in section 258 of the Companies Act 1985) or an undertaking which would be a subsidiary undertaking if in sub-section (2)(a) of that section "30 per cent or more" were substituted for "a majority", or
- the certificates for which are now or in the future deposited by you with us or which, if uncertificated, are held in an escrow or other account in our favour or held in our name or that of our nominee or to our order,

including in each case all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise,

'we', **'our'**, and **'us'** refer to Barclays Bank PLC and any transferee or successor whether immediate or derivative,

'you' and 'your' refer to each company named as a Company on the front page of this deed and the Agent named on the front page of this deed and include any company which accedes as a party to this deed under clause 19 (with effect from the time of its accession) except that paragraph 1 of the first schedule applies to that schedule,

Any reference to any statute or any section of any statute is deemed to include reference to any statutory modification or re-enactment of it for the time being in force

2. Your covenant to pay

2 1 By executing this deed, each of you

2 1 1 covenants to pay or discharge to us on our demand in writing all Indebtedness now or in the future due, owing or incurred (before or after that demand) by that one of you to us in any manner,

2 1 2 covenants and guarantees that you will on our demand in writing pay or discharge all Indebtedness now or in the future due, owing or incurred (before or after that demand) by each of the others of you to us in any manner (except as a guarantor under this deed),

including in each case all interest, commission, fees, charges, costs and expenses which we may charge to you in the course of our business or incur in respect of you or your affairs The interest will be calculated and compounded in accordance with our usual practice, before and also after any demand or judgment

2 2 The guarantee contained in clause 2 1 2 is given subject to, and with the benefit of, the provisions set out in the first schedule by each of you separately and also jointly with every other of you except the one guaranteed

2 3 The making of one demand under this deed will not preclude our making any further demands

3. The charges you create

3 1 By executing this deed each of you charges to us with full title guarantee with the payment or discharge of all Indebtedness

3 1 1 by way of legal mortgage, all freehold and leasehold Land in England and Wales now vested in you and not registered at H M Land Registry,

3 1 2 by way of fixed charge

a) all freehold and leasehold Land in England and Wales now vested in you and registered at H M Land Registry,

b) all other Land which is now, or in the future becomes, your property,

c) all plant and machinery now or in the future attached to any Land,

d) all rental and other income and all debts and claims which are due or owing to you now or in the future under or in connection with any lease, agreement or licence relating to Land,

e) all your Securities,

f) all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting you

- which relate to Assets themselves subject to a fixed charge in our favour, or

- which are now or in the future deposited by you with us,

together with all your rights and interests in these contracts and policies (including the benefit of all claims arising and all money payable under them),

g) all your goodwill and uncalled share capital for the time being,

h) all your Intellectual Property, present and future, including any Intellectual Property to which you are not absolutely entitled or to which you are entitled together with others,

the benefit of all agreements and licences now or in the future entered into or enjoyed by you relating to the use or exploitation of any Intellectual Property in any part of the world,

all trade secrets, confidential information and knowhow owned or enjoyed by you now or in the future in any part of the world,

i) all trade debts now or in the future owing to you,

all other debts now or in the future owing to you save for those arising on fluctuating accounts with associates (as defined in section 53(3) of the Companies Act 1989),

j) the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to you as security in respect of any Asset itself subject to a fixed charge in our favour,

3 1 3 by way of floating charge

a) all your Assets which are not effectively charged by the fixed charges detailed above, and

b) without exception all your Assets insofar as they are situated for the time being in Scotland,

but in each case so that you shall not without our prior written consent

- create any mortgage or any fixed or floating charge or other security over any of the Floating Charge Assets (whether having priority over, or ranking *pari passu* with or subject to, this floating charge),
- take any other step referred to in clause 5 1 with respect to any of the Floating Charge Assets,
- sell, transfer, part with or dispose of any of the Floating Charge Assets except by way of sale in the ordinary course of business

3 2 We may at any time crystallise any floating charge created in clause 3 1 3 into a fixed charge, or subsequently reconvert it into a floating charge, by notice in writing given at any time by us to the relevant chargor in relation to any or all Floating Charge Assets, as we specify in the notice

3 3 Subject to the rights of any prior mortgagee, each of you must

3 3 1 deposit with us for our retention all title deeds and documents relating to all Assets charged by way of fixed charge under clause 3 1, including insurance and assurance policies,

3 3 2 execute and deliver to us any documents and transfers we require at any time to constitute or perfect an equitable or legal charge or a pledge (at our option) over Securities including uncertificated Securities within any clearing, transfer, settlement and/or depositary system, and give any instructions and take any actions we may require to achieve this

3 4 Unless and until this deed becomes enforceable or we direct otherwise

3 4 1 each of you may continue to exercise all voting and other rights attaching to Securities as long as you remain their registered owner,

3 4 2 if Securities are registered in our nominee's name, all voting and other rights attached to them will be exercised by the nominee in accordance with the instructions that the relevant chargor issues from time to time In the absence of instructions, the nominee will refrain from exercising any of these rights

3 5 Any mortgage, fixed charge or other fixed security which any of you create in our favour will have priority over the floating charge created by clause 3 1 3 unless we state otherwise on or after its creation

3 6 Any debentures, mortgages or charges (fixed or floating) which any of you create in the future (except those in our favour) shall be expressed to be subject to this deed and shall rank in order of priority behind the charges created by this deed

4. Collecting Receivables

4 1 Each of you must collect and realise all your Receivables and immediately on receipt pay all money which you receive in respect of them into your bank account with us, or into any other account designated by us, in each case on such terms as we may direct Pending that payment, each of you will hold all money so received upon trust for us None of you may, without our prior written consent, charge, factor, discount, assign, postpone, subordinate or waive your rights in respect of any Receivable in favour of any other person or purport to do so

4 2 If a credit balance on any account of yours with us includes proceeds of Receivables credited or transferred to that account, we shall have an absolute discretion whether to permit or refuse to permit you to utilise or withdraw that credit balance and we may in our sole discretion at any time transfer all or any part of that credit balance to any other account of yours with us or to an account in our own name

4 3 If we release, waive or postpone our rights in respect of any Receivables for the purpose of enabling any of you to factor, discount or otherwise sell them to us or to a third party, the charges created by this deed will in all other respects remain in full force and effect In particular, all amounts due to the relevant chargor from us or the third party and any Receivables re-assigned or due to be re-assigned to the relevant chargor will be subject to the relevant fixed charge detailed in clause 3 1 2, subject only to any defences or rights of retention or set-off which we or the third party may have against the relevant chargor

5. Negative pledge and other restrictions

None of you may, except with our prior written consent

5 1 create or attempt to create any fixed or floating security of any kind or any trust over any of your Assets, or permit any lien (other than a lien arising by operation of law in the ordinary course of your business) to arise or subsist over any of your Assets,

5 2 sell, assign, lease, license or sub-license, or grant any interest in, your Intellectual Property Rights, or purport to do so, or part with possession or ownership of them, or allow any third party access to them or the right to use any copy of them

6. Further assurance

Each of you must on our demand in writing execute and deliver to us at your cost any document that we may require further to secure the payment of the Indebtedness, or to create, enhance or perfect any fixed security over any of the Assets, or to give full effect to this deed, or to vest title to any of the Assets in us or our nominee or any purchaser

7. Continuing security

This deed will remain a continuing security in our favour, regardless of any settlement of account or any other matter whatever, and shall be without prejudice and in addition to every other right, remedy or security which we may have now or in the future in respect of any of the Assets for the payment of any Indebtedness

8. Insurance

8 1 Each of you must insure all your insurable Assets with an insurance office or underwriter acceptable to us against loss or damage by fire and such other risks as we specify from time to time This insurance cover must be for the full replacement value and be index-linked Each of you must also maintain all other insurances normally maintained by prudent companies with similar activities to yours or as we may require

8 2 Each of you must punctually make all premium and other payments necessary to effect or maintain these insurances and produce receipts for these payments on our request If, at any time, any of you fails to have the required insurance cover in place or to produce any receipt on request or to deposit any policy with us under clause 3 3 or on request, we may take out or renew any insurance in any sum and on any terms we think appropriate

9. Property obligations

9 1 Each of you must at all times keep all buildings, plant, machinery, fixtures, fittings and other effects charged under this deed in good repair and in good working order and condition

9 2 Each of you must notify us promptly of any indication given to you that any of your Assets is or may be listed in a register of contaminated land or contaminative use, or similar register Each of you must also notify us if any environmental or other condition exists which could have a material adverse effect on the value of your Assets or your business

9 3 Each of you will fully indemnify us, and our employees and agents, at all times against every claim, liability, loss or expense incurred directly or indirectly as a result of your failure to comply with any of your obligations, whether statutory or contractual, relating to your Assets

10. Leases, possession, consolidation of mortgages

10 1 None of you may, without our prior written consent, exercise any power of leasing, or accepting surrenders of leases of, any of your Land, or (unless obliged to do so by law) extend, renew or vary any lease or tenancy agreement or give any licence to assign or underlet.

10 2 None of you may part with possession (otherwise than on the determination of any lease, tenancy or licence granted to you) of any of your Land or share the occupation of it with any other person, or agree to do so, without our prior written consent

10 3 Section 93 of the Law of Property Act 1925, dealing with the consolidation of mortgages, will not apply to this deed

11. Powers of sale, leasing and accepting surrenders

11 1 Section 103 of the Law of Property Act 1925 will not apply to this deed, but the statutory power of sale (as between us and a purchaser from us) will arise on and be exercisable at any time after the execution of this deed However, we will not exercise this power of sale until this deed has become enforceable This provision will not affect any purchaser or require him to ask whether it has become enforceable

11 2 Our statutory powers of sale, leasing and accepting surrenders are extended to allow us (whether in the name of the relevant chargor or in ours) to grant a lease or leases of any Land vested in any of you or in which any of you have an interest with any rights relating to other Land and containing any covenants on the part of the relevant chargor and any terms and conditions that we think fit

11 3 Our statutory power of sale is extended to allow us to sever any fixtures from Land and sell them separately

11 4 All powers of a Receiver under this deed may be exercised by us to the full extent permitted by law after it has become enforceable, whether as attorney of the relevant chargor or otherwise, and whether or not a Receiver or administrator has been appointed

12. Opening new accounts

12 1 On receiving notice that any of you have encumbered or disposed of any of your Assets in breach of this deed, we have the right to rule off the account or accounts of, and open a new account or accounts with, that one of you

12 2 If we do not open a new account or accounts immediately on receipt of notice to that effect, as from that time all payments made by that one of you to us will be treated as if we had credited them to a new account and will not reduce the amount owing from you to us at the time when we received the notice

13. Appointment of a Receiver or an administrator

13 1 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this deed At any time after we have demanded payment of any Indebtedness, or any step or proceeding has been taken for the appointment of an administrator, liquidator or provisional liquidator, or with a view to seeking a moratorium or a voluntary arrangement, in respect of any of you, or if requested by any of you, we may appoint by writing insofar as permitted by law, any person or persons to be a receiver and manager of all or any of the Assets or an administrator or administrators of that one of you, and this deed shall in any of such events become immediately enforceable

13 2 Where we appoint more than one person as Receiver or administrator, they shall have power to act separately unless we specify to the contrary in the appointment.

13 3 We may from time to time determine the remuneration of the Receiver

13 4 Once a Receiver is appointed, we will not be precluded from making any subsequent appointment of a Receiver over any Assets, whether or not any Receiver previously appointed continues to act

13 5 The Receiver will be the agent of the relevant chargor which will be solely liable for his acts, defaults and remuneration unless it goes into liquidation, after which he shall act as principal and not become our agent.

13 6 The Receiver will be entitled to exercise all the powers set out in Schedules 1 and 2 to the Insolvency Act 1986 In addition, but without limiting these powers (and without prejudice to our own powers), the Receiver will have power with or without the concurrence of others

a) to sell, let, lease or grant licences of, or vary the terms or terminate or accept surrenders of leases, tenancies or licences of, all or any of the Assets, or grant options over them, on any terms the Receiver thinks fit in his absolute discretion, and any sale or disposition may be for cash, payable in a lump sum or by instalments, or other valuable consideration,

b) to sever any fixtures from Land and/or sell them separately,

c) to promote a company to purchase all or any Assets or any interest in them,

d) to make and effect all repairs, renewals and improvements to the Assets and effect, renew or increase insurances on the terms and against the risks that he thinks fit,

e) to exercise all voting and other rights attaching to Securities and investments generally,

f) to redeem any prior encumbrance and settle and pass the accounts of the encumbrancer so that all accounts so settled and passed will (except for any manifest error) be conclusive and binding on you and the money so paid will be deemed to be an expense properly incurred by the Receiver,

g) to pay our proper charges for time spent by our employees and agents in dealing with matters raised by the Receiver or relating to the receivership,

h) to do all other acts and things which he may consider incidental or conducive to any of the above matters or powers or to the preservation, improvement or realisation of the Assets

13 7 Neither we nor the Receiver will be liable to account as mortgagee in possession or otherwise for any money not actually received by us or him

13 8 Subject to section 45 of the Insolvency Act 1986, we may at any time remove a Receiver from all or any of the Assets of which he is the Receiver

14. Power of attorney

Each of you, by way of security, irrevocably appoints us (whether or not a Receiver or administrator has been appointed) and any Receiver separately as your attorney (with full power to appoint substitutes and to delegate) with power in your name or on your behalf and as your act and deed or otherwise·

- to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document, and
- to perform any act,

which may be required of you or may be deemed by the attorney necessary or desirable for any purpose of this deed, or to create, enhance or perfect any fixed security over any of the Assets or to convey or transfer legal ownership of any Assets

15. Costs, charges and liabilities

15 1 You will be responsible for all costs, charges and liabilities (including all professional fees and disbursements and Value Added Tax and/or any similar tax) and all other sums paid or incurred by us and/or any Receiver under or in connection with this deed or your affairs We may recover them from you (on a full indemnity basis) as a debt payable on demand and debit them without notice to any of your accounts They will attract interest and be charged on the Assets

15 2 The costs which may be recovered from you by us and/or any Receiver under this deed include without limitation

a) all costs incurred by us in preparing and administering this deed or perfecting the security created by it,

b) all costs (whether or not allowable on a taxation by the Court) of all proceedings to enforce this deed or to recover or attempt to recover any Indebtedness,

c) all money spent and all costs arising out of the exercise of any power, right or discretion conferred by this deed,

d) all costs and losses arising from any default by you in the payment when due of any Indebtedness or the performance of your obligations under this deed, and

e) all our charges based on time spent by our employees and agents in connection with your affairs

16. Set-off

We may retain any money standing to the credit of any of you with us (in any currency, in any country and whether or not in your name) as cover for the Indebtedness We may apply all or any of that money in satisfaction of all or part of the Indebtedness as we may select (whether presently payable or not) We may also use that money to purchase any other currency required for this purpose

17. Foreign currencies

If, for any reason, any amount payable by any of you to us is paid or recovered in a currency other than that in which it is required to be paid ('the contractual currency') and, when converted into the contractual currency at our exchange rate applicable at the time, leaves us with less than the sum payable in the contractual currency, you must make good the amount of the shortfall on demand

18. Authority of the Agent

18 1 The Agent is irrevocably authorised by each of you (other than the Agent), at any time while you remain bound by the provisions of this deed, with our prior agreement, (i) to add any further member of the Group as a party to this deed, (ii) to appoint another member of the Group to act as its successor as Agent, and/or (iii) to sign any document and perform any act on behalf of each or any of you required to effect or implement any of these matters

18 2 Each act so performed and each document so signed by the Agent shall be binding on each of you and we may assume that any requisite approvals have been obtained by the Agent from all of you This deed will continue in full force and effect, save as expressly amended by such changes

19. Accession of new parties

19 1 Any member of the Group may at any time, with the prior written approval of the Agent and ourselves, become a party to this deed by delivering to us in form and substance satisfactory to us (i) a deed of accession and charge substantially in the form set out in the second schedule and (ii) certified extracts from the minutes of a meeting of its Board of Directors evidencing due authorisation and execution of that deed of accession and charge

19 2 The new party shall become a guarantor and chargor under this deed with effect from the time when the deed of accession and charge takes effect, at which point

- the new party shall become bound by all the terms of this deed and shall assume the same obligations as guarantor and chargor as if it were an original party to this deed, and

- the existing guarantors and chargors shall assume the same obligations in respect of the new party as if it were an original party to this deed

20. Transfer and disclosure

20 1 We may at any time transfer all or any part of our rights under this deed and the Indebtedness to any person or otherwise grant an interest in them to any person

20 2 We may also at any time disclose any information about any of you, this deed and the Indebtedness to

- any of our associated companies,
- any prospective or actual transferee or grantee referred to in clause 20 1, and
- any other person considered by us to be concerned in the relevant or prospective transaction

21. Forbearance and severance

21 1 No delay or omission on our part in exercising any right, power or privilege under this deed will impair it or be construed as a waiver of it A single or partial exercise of any right, power or privilege will not in any circumstances preclude any other or further exercise of it or the exercise of any other right, power or privilege

21 2 If any provision of this deed is or becomes invalid or unenforceable, the remainder of it shall not be affected and each provision shall be valid and enforceable to the fullest extent permitted by law

22. Governing law and jurisdiction

This deed shall be governed by and construed in accordance with English law You submit, for our exclusive benefit, to the jurisdiction of the English Courts, but without prejudice to our right to commence proceedings against you in any other jurisdiction

23. Joint and separate liability

Unless the context otherwise requires, all covenants (except that in clause 2 1 1), guarantees, agreements and obligations on your part contained in this deed are given and entered into by you jointly and separately and shall be construed accordingly

24. Counterparts and commencement

24 1 This deed may be executed in any number of counterparts and by different parties to it in separate counterparts, each of which when executed and delivered shall be an original All such counterparts will together constitute one and the same instrument

24 2 This deed shall come into effect on the date inserted by us on the front page and shall be binding on all those that have executed and delivered it, notwithstanding that any one or more companies that were intended to execute it may not do so or may not be effectually bound

25. Service of demands and notices

25 1 A demand or notice under this deed may be given on our behalf by any of our managers or officers in writing addressed to the relevant one of you (or the Agent as the case may be) and served at any of the following

- its registered office,

- any of its existing places of business,
- its last known place of business

Alternatively, a demand or notice may be delivered by facsimile transmission to its facsimile number last known to us or by e-mail to its e-mail address last known to us or by any other form of electronic communication which may be available

25 2 A demand or notice shall be deemed to have been served

- at noon on the day after the day of posting, if sent by post, even if it is misdelivered or returned undelivered,
- at the time of transmission, if given or made by facsimile, e-mail or other electronic communication

25 3 A demand or notice addressed to any one or more of you shall also be sufficiently served if served on the Agent

This deed of guarantee and debenture is executed by each of you and the Agent as a deed and signed by us

The First Schedule

Terms of the Guarantee

1 **Definitions**

In this schedule, "you" and "your" refer to each of you in your character as a guarantor of the others of you under the guarantee contained in clause 2 1 2, "guarantee" refers to that guarantee and "Principal" describes each of you insofar as you are or may become liable to us for any Indebtedness otherwise than as a guarantor of the others of you under the guarantee

2 **Your right to crystallise your liability under the guarantee**

2 1 Any of you (a "crystallising guarantor") may crystallise (but for the future only) your liability under the guarantee following your giving notice in writing to us of your intention to do so, which notice will expire at midnight on the day three months after receipt of that notice by us or at another time specifically agreed in writing between you and us (the intervening period constituting the "Notice Period") During the Notice Period we may continue to give credit and may make further advances to any Principal and the guarantee will apply to all such credit and advances The guarantee will continue to be enforceable against the crystallising guarantor but its liability under the guarantee will, unless the guarantee becomes enforceable during the Notice Period, be crystallised (except as regards unascertained or contingent liabilities) at the end of the Notice Period and recoverability against it of the Indebtedness of each Principal will be limited to the amount of that Indebtedness at that time together with interest on that amount and our costs and charges relating to it (and interest on them)

2 2 If any of you gives notice in accordance with paragraph 2 1, we may break such accounts of all or any of you with us as we deem appropriate and open new accounts for the account-holders affected

2 3 The guarantee shall be incapable of termination except insofar as expressly permitted by paragraph 2 1

3 **Suspense account**

We may at any time (without prejudice to our other rights) place and keep for such time as we may think prudent any money received, recovered or realised under or by virtue of the guarantee on a separate or suspense account to the credit of either us or any of you (as we think fit), without any intermediate obligation on our part to apply it or any part of it in or towards discharge of the Indebtedness of any Principal However, we will not seek to recover from you any interest on that Indebtedness to the extent that interest would not have been payable if that money had been applied to that Indebtedness on its receipt by us

4 **Preservation of our rights**

4 1 The guarantee is to be in addition to and is not to prejudice or be prejudiced by any other guarantee or security (including any other guarantee signed by any of you) which we may hold now or in the future from or in respect of any Principal Each of you will remain liable under the guarantee whether or not any other guarantee or security is valid and enforceable or continues in force The guarantee may be enforced without our first making demand on any Principal or taking any steps or proceedings against any Principal or having recourse to any other guarantee or security, and notwithstanding any prior demand

4 2 If the guarantee ceases for any reason to be binding on any of you as a continuing security in relation to any Principal, then we may break any account of the Principal and open a new account for it If that is done, no money then or subsequently credited to any new account shall have the effect of reducing the amount due to us on the original account If that is not done, we shall still be treated as if we had done so

at the time of the cessation and as if all payments then or subsequently made by or on behalf of the relevant Principal to us had been credited to a new account with the same result

4.3 None of you shall have any right to and you shall not

(a) make any claim (whether by way of proof in insolvency or otherwise) against any Principal or any property of any Principal,

(b) participate in any security held or money received by us on account of the Indebtedness of any Principal, or

(c) stand in our place in respect of any of that security or money,

until all Indebtedness of each Principal has been repaid in full

4 4 We may at any time (without affecting our rights under the guarantee) grant, extend, increase, renew, vary, determine or refuse any credit or facility to any Principal, or take, hold, exchange, vary, release, or abstain from perfecting or enforcing any guarantee or security held by us for the Indebtedness of any Principal, or compromise with or extend time or grant waivers, releases or any indulgence to any Principal or any co-surety, or make any arrangement, concession or settlement with any of them or do or omit or neglect to do anything whatever which, but for this provision, might exonerate or discharge the obligations of any of you under the guarantee (except for a specific written release given by us of those obligations)

4 5 After the guarantee becomes enforceable, no payment received by us from any source (except payment from a Principal specifically in respect of its Indebtedness in that capacity) will be treated (regardless of the manner in which we may deal with it in our books or otherwise) as reducing the liability of any of you to us under the guarantee, so that, until we have received payment in full of that Indebtedness, it will be deemed, as between us and each of you (and except for any such payment from the relevant Principal), to remain wholly unsatisfied

4 6 The winding-up or dissolution of any Principal will not affect the liability of any of you under the guarantee and any sum payable to us at the date of the commencement of the winding-up or immediately prior to the dissolution (as the case may be) will be treated as continuing payable until actually paid in full

5 **Adjustments**

5 1 If the state of account between us and any Principal, by reference to which any Indebtedness is calculated for the purposes of the guarantee, requires adjustment at any time because of any insolvency law or because of any claim made against us by any office-holder (within the meaning of Section 234 of the Insolvency Act 1986) or any person performing a substantially similar function in any insolvency proceedings outside England and Wales, then, notwithstanding any other provision of the guarantee

(a) the liability of each of you to us will be increased by any amount which we are required to pay or account for as a result of such adjustment, and

(b) we may treat any release or settlement made by us with any of you before any such adjustment is required as being of no effect and may recover from any of you the amount of any such adjustment

5 2 If we are required because of any insolvency law to pay to any office-holder a sum of money referable to an amount paid to a third party out of any account of any Principal with us, the amount of that repayment shall be treated as and form part of the Indebtedness of the Principal for the purposes of the guarantee

5 3 If any claim is made against us under any insolvency law, we may agree the claim or settle it on any terms that we choose without asking for the agreement of any of you If we do agree or settle the claim, each of you will be liable under the guarantee as if a court order had been made containing the terms that we have agreed Each of you will be jointly and severally responsible to pay on demand to us all costs and expenses that we properly incur in defending that claim

5 4 We may keep any security for any Indebtedness in order to protect us against any possible claim under insolvency law for up to three years after all Indebtedness of each Principal has been satisfied If a claim is made against us within that period, we may keep the security until that claim has finally been dealt with

6 **Your liability as principal debtor**

If any question shall arise as to the capacity of any Principal in relation to any dealing between it and us or as to the capacity, authority or power of any officer, employee or agent of any Principal to bind it to any transaction with us or as to whether any item recorded in our books or otherwise as constituting Indebtedness of any Principal is immediately due and payable, that question shall, as between us and each of you, be disregarded and each of you will for the purposes of the guarantee be and continue to be liable to us in respect of the relevant dealing, transaction and/or Indebtedness as if you were a principal debtor

7 **Evidence of Indebtedness**

Any admission or acknowledgement in writing by or on behalf of any Principal as to any amount of its Indebtedness or otherwise, or any judgment or award obtained by us against any Principal, or any proof by us in winding-up which is admitted, or any statement of account furnished by us (the correctness of which is certified by any of our officers or managers), will be conclusive and binding on each of you, except in the case of manifest error

8 **Payments**

8 1 All payments falling to be made by each of you under the guarantee will be made to us without any set-off or counterclaim and free from any deduction or withholding for or on account of any taxes or other charges in the nature of taxes imposed by any competent authority anywhere in the world, unless such deduction or withholding is required by law or practice

8 2 If any such deduction or withholding is so required to be made by or on behalf of any of you, you will pay to us any additional amount necessary to ensure that we receive and retain the full amount of the relevant payment as if that deduction or withholding had not been made

9 **Change in composition of the parties**

The guarantee shall remain effective notwithstanding any change in the composition of the parties to the guarantee

10 **Financial assistance**

Notwithstanding any other provision of this deed, the guarantee shall not operate to guarantee any money or liability if and insofar and for so long as it would not be lawful under Chapter VI, Part V, of the Companies Act 1985 (prohibition of financial assistance by a company for the acquisition of its own shares) for the relevant money or liability to be guaranteed under this guarantee by the relevant guarantor

The Second Schedule

Form of Deed of Accession and Charge
(single company only)

This deed of accession and charge is made on 200 by you

Registered Number

in favour of us, **Barclays Bank PLC**, as security for your liabilities and those of others to us with the consent of the Agent

Registered Number

By executing this deed of accession and charge you accede to the deed of guarantee and debenture dated . 200 . given to us by the Agent and others and enter into covenants, guarantees and agreements and create charges as provided in this deed

Index of Clauses

1 Definitions
2 Your accession to the Principal Deed
3 The charges you create
4 Power of attorney
5 Governing law and jurisdiction

1. Definitions

Expressions defined in the deed of guarantee and debenture referred to on the front page (the "**Principal Deed**") and the principles of interpretation provided for in it will, unless the context otherwise requires, have the same meanings and apply in this deed

2. Your accession to the Principal Deed

2 1 You agree with us to be bound by the terms of the Principal Deed and to perform all your obligations (whether as guarantor, chargor or otherwise) under the Principal Deed with effect from the date of this deed as if you had been an original party to the Principal Deed

2 2 You covenant to pay or discharge to us on our demand in writing all Indebtedness now or in the future due, owing or incurred (before or after that demand) by you to us in any manner

2 3 You guarantee the Indebtedness to us of all those companies which were original parties to the Principal Deed and which, at the date of this deed, remain as parties and of all other companies which have become parties through accession to the Principal Deed subsequently

2 4 You further guarantee the Indebtedness to us of all companies which in future may accede to the Principal Deed

2 5 The nature and extent of your liability as guarantor shall be as stated in the Principal Deed as if all its guarantee provisions were set out in full in this deed

2 6 The Agent (on behalf of itself and the other companies which are parties to the Principal Deed) hereby agrees to your accession

2 7 You irrevocably authorise the Agent to perform all acts and to sign all documents on your behalf for the purposes stated in clause 18 of the Principal Deed in the same terms as if you were an original party to it

3. The charges you create

3 1 By executing this deed, you charge to us with full title guarantee with the payment or discharge of all Indebtedness

3 1 1 by way of legal mortgage, all freehold and leasehold Land in England and Wales now vested in you and not registered at H M Land Registry,

3 1 2 by way of fixed charge

a) all freehold and leasehold Land in England and Wales now vested in you and registered at H M Land Registry,

b) all other Land which is now, or in the future becomes, your property,

c) all plant and machinery now or in the future attached to any Land

d) all rental and other income and all debts and claims which are due or owing to you now or in the future under or in connection with any lease, agreement or licence relating to Land,

e) all your Securities,

f) all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting you

- which relate to Assets themselves subject to a fixed charge in our favour, or
- which are now or in the future deposited by you with us,

together with all your rights and interests in these contracts and policies (including the benefit of all claims arising and all money payable under them),

g) all your goodwill and uncalled share capital for the time being,

h) all your Intellectual Property, present and future, including any Intellectual Property to which you are not absolutely entitled or to which you are entitled together with others,

the benefit of all agreements and licences now or in the future entered into or enjoyed by you relating to the use or exploitation of any Intellectual Property in any part of the world,

all trade secrets, confidential information and knowhow owned or enjoyed by you now or in the future in any party of the world,

i) all trade debts now or in the future owing to you,

all other debts now or in the future owing to you save for those arising on fluctuating accounts with associates (as defined in section 53(3) of the Companies Act 1989),

j) the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to you as security in respect of any Asset itself subject to a fixed charge in our favour,

3 1 3 by way of floating charge

a) all your Assets which are not effectively charged by the fixed charges detailed above, and

b) without exception all your Assets insofar as they are situated for the time being in Scotland.

3 2 The above charges are created with the benefit of the covenants, conditions and provisions contained in the Principal Deed as if they were all repeated (amended as necessary) in full in this deed

4. Power of Attorney

You, by way of security, irrevocably appoint us (whether or not a Receiver or administrator has been appointed) and any Receiver separately as your attorney (with full power to appoint substitutes and to delegate) with power in your name or on your behalf and as your act and deed or otherwise

- to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document, and
- to perform any act,

which may be required of you or may be deemed by the attorney necessary or desirable for any purpose of the Principal Deed or this deed, or to create, enhance or perfect any fixed security over any of your Assets or to convey or transfer legal ownership of any Assets

5. Governing law and jurisdiction

This deed shall be governed by and construed in accordance with English law You submit, for our exclusive benefit, to the jurisdiction of the English Courts, but without prejudice to our right to commence proceedings against you in any other jurisdiction

This deed of accession and charge is executed by you and the Agent as a deed and signed by us and it will take effect on the date shown on the front page

Signed for Barclays Bank PLC

_____

Either

The Common Seal of **Limited/Plc**
was affixed to this deed in the presence of

_____Director

_____Director/Secretary

Or

Executed as a deed by **Limited/Plc**

_____Director

_____Director/Secretary

Resolution for Deed of Accession and Charge

At a Board Meeting of
(Company Registered Number),

held on the (date)

It was resolved

1 THAT (after full and careful consideration of the terms of the Guarantee and Debenture to Barclays Bank PLC dated and the Deed of Accession and Charge each produced to the meeting, the nature and scale of the liabilities to be undertaken by the Company and the commercial and financial consequences, direct and indirect, of executing or declining to execute the Deed of Accession and Charge so far as they affect the Company) it is in the best interests of, to the advantage and benefit of, and for the purposes of the business of, the Company to accede to the Guarantee and Debenture by entering into the Deed of Accession and Charge

2 THAT the Deed of Accession and Charge, in which the Company accedes to the Guarantee and Debenture (by virtue of which all parties named in it and all acceding parties (other than those previously released by the Bank) guarantee to the Bank the liabilities of one another to the Bank and create fixed and floating charges over all their assets and undertaking present and future as security for their liabilities including their guarantee liabilities) be approved

3 THAT the Company execute the Deed of Accession and Charge by affixing its common seal in the presence of one director and the company secretary who are hereby authorised to affix and attest the seal or, acting by two directors or one director and the company secretary, sign the Deed of Accession and Charge as a deed

Certified to be a true extract from the minutes of a meeting of the Board held on the above date

Chairman of the Meeting

Secretary of the Meeting

Execution page for this deed of guarantee and debenture

Signed for Barclays Bank PLC

_____

Either

The Common Seal of CRESSMANOR INVESTMENT COMPANY LIMITED
was hereunto affixed in pursuance of a Resolution of its
Board of Directors in the presence of

_____ Director

_____ Director/Secretary

Or

Executed as a deed by CRESSMANOR INVESTMENT COMPANY LIMITED

_____ Director

_____ Director/Secretary

Either

The Common Seal of GEORGE STAPLES LIMITED
was hereunto affixed in pursuance of a Resolution of its
Board of Directors in the presence of

_____ Director

_____ Director/Secretary

Or

Executed as a deed by GEORGE STAPLES LIMITED

_____ Director

_____ Director/Secretary

Either

The Common Seal of BUCKNALL PROPERTIES LIMITED
was hereunto affixed in pursuance of a Resolution of its
Board of Directors in the presence of

_____ Director

_____ Director/Secretary

Or

Executed as a deed by BUCKNALL PROPERTIES LIMITED

_____ Director

_____ Director/Secretary

This Release made this day of

between (1) Barclays Bank PLC ('the Bank') and (2) the companies named in the attached Guarantee and Debenture witnesses that the Bank releases the Companies from the charges created by the attached Guarantee and Debenture and all the Assets comprised in it

Executed by Barclays Bank PLC the day and year first above written

Signed as a deed by)
)
. . ..
as attorney of)
Barclays Bank PLC)
in the presence of)
)
)

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to Section 401(2) of the Companies Act 1985

COMPANY NO

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 200 AND CREATED BY

FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ANY OF THE OTHER COMPANIES NAMED THEREIN TO BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER I PART XII OF THE COMPANIES ACT 1985 ON THE

200

GIVEN AT COMPANIES HOUSE, CARDIFF THE
200

for the Registrar of Companies

N B *The above copy of the Registrar s Certificate must be completed and the Certificate itself attached to this deed*

GE

BOARD MEMORANDUM

GEORGE STAPLES LIMITED

Memorandum in connection with the proposed arrangement whereby George Staples Limited ("the Company") will give financial assistance for the acquisition of its own shares, particulars of which are given in the statutory declaration made by the directors this day pursuant to Section 155(6) of the Companies Act 1985 ("the Act")

1 As at the close of business 3rd August 2007 the aggregate of the Company's assets as stated in its accounting records exceeded the aggregate of its liabilities as so stated

2 From our knowledge of events since that date and of the likely course of the Company's business (as described in the accompanying paper), the directors have formed the opinion that the aggregate of the Company's assets will exceed the aggregate of its liabilities immediately before the proposed financial assistance is given and that the giving of such financial assistance will not reduce the net assets of the Company

Signed on behalf of the Board

Dated 3rd August 2007