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CARD 1 (SEE ALSO CARDS 2 AND 3)

THIS CARD IS CIRCULATED TO GIVE DETAILS OF AN ISSUE BY THE COMPANY
AND SHOULD BE RETAINED FOR REFERENCE PURPOSES

A copy of this document, which comprises Listing Particulars relating to A. & J. Mucklow Group plc (the "Company") in accordance with the Listing Rules made under Section 112 of the Financial Services Act 1986, has been delivered for registration to the Registrar of Companies in England and Wales as required by Section 149 of that Act

MU-MZ 65 A. & J. Mucklow Group plc

MUC

(Incorporated in England under the Companies Act 1988. Registered No. 717658)

Particulars of an issue by way of placing of
£30,000,000 $\frac{11}{2}$ per cent. 99.107

First Mortgage Debenture Stock 2014 at $\frac{11}{2}$ per cent.

(payable as to £40 per £100 nominal on acceptance and the
balance on or before 26th October, 1989)

Application has been made to the Council of The International Stock Exchange of the United Kingdom and the Republic of Ireland Limited ("The Stock Exchange") for the Stock to be admitted to the Official List.

The Directors of the Company, whose names appear in "General Information" below, accept responsibility for the information contained in this document. To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information.

Part 1
Particulars of the Stock

The Stock was created by a resolution of a duly authorised committee of the Board of Directors of the Company passed on 23rd June, 1989 and will be constituted and secured by a trust deed (the "Trust Deed") between the Company, A. & J. Mucklow (Properties) Limited (a subsidiary of the Company) and The Law Debenture Trust Corporation plc (the "Trustee") as trustee for the Stockholders.

1. Definitions

The following definitions apply in these Listing Particulars:

"Stock" means £30,000,000 $\frac{11}{2}$ per cent. First Mortgage Debenture Stock 2014 of the Company.

"Stockholders" means the holders of the Stock.

"charging subsidiary" means any subsidiary of the Company incorporated in the United Kingdom which shall have subsisting on any of its assets any charge by way of collateral security for the Stock and/or any Further Stock.

"Further Stock" means any stock which may be created and issued by the Company pursuant to paragraph 5 below.

"net annual income" means at any time:

(i) in relation to any property, the amount as reported by the Auditors to be the annual income receivable from such property, then accruing or due to commence to accrue within three months of such Auditors' report after deducting any value added tax or similar tax but before deducting any other taxation and after making proper provision where appropriate in the opinion of the Auditors in relation to the relevant property for ground and head rents, rates, insurances, property management expenses, repairs, maintenance and other outgoings borne or to be borne by the Company or any charging subsidiary; amortisation of leaseholds in accordance with generally accepted accounting principles from time to time in force and depreciation of any fixed plant and machinery thereon (other than tenants' or trade fixtures); and

(ii) in relation to short gilts, monies or investments representing monies, the amount as reported by the Auditors to be the annual income from such short gilts, monies or investments based on the rate then accruing therefrom before deducting taxation;

provided that no net annual income shall be attributable to any leasehold property of the Company or any charging subsidiary the term of which expires before the latest maturity date of the Stock and any Further Stock.

"property" means freehold, leasehold, heritable or other immovable property situated in the United Kingdom.

"specific security" means the freehold and leasehold properties expressed to be charged by way of first legal mortgage in favour of the Trustee and all other immovable property and all short gilts, monies and investments representing monies which at any time shall or ought pursuant to any provision of the Trust Deed, any deed supplemental thereto and any other instrument entered into pursuant to the same, to be assured to or mortgaged or charged in favour of, or held by, the Trustee by way of first legal mortgage for the payment of the principal monies, premium (if any) and interest on the Stock and any Further Stock and other monies intended to be secured by the said deeds or instrument.

"value" means:

(a) in relation to any property:

(i) for the purposes of paragraph 5 below, the value ascribed to such property by a valuation as at a date not more than nine months before the issue of the relevant Further Stock;

(ii) for the purposes of paragraph 6 below, in relation to any property forming part of the specific security at the time a requirement for a valuation is made, the value ascribed to such property by such valuation, and, in relation to any property being brought into charge as a result of such valuation, the value ascribed to that property by a valuation as at a date not more than nine months prior to such property being brought into charge or (at the discretion of the Trustee) the cost of acquisition thereof if the same was acquired not more than nine months before being brought into charge; and

(iii) for the purposes of paragraph 7 below, the value ascribed to such property (where such property is being brought into charge) by a valuation as at a date not more than nine months prior to such property being brought into charge or, where such property is being released from charge, by a valuation as at a date not more than nine months prior to such property being released from charge, provided that in the case of a property being released from charge which is the subject of a binding contract for sale on an arm's length basis, its value shall be the agreed sale price thereof (without the deduction therefrom of any of the costs of such sale) and provided further that where a property is being brought into charge its value may (at the discretion of the Trustee) be the cost of acquisition thereof if the same was acquired not more than nine months before being brought into charge;

together, in each such case with the addition of such an amount (if any) as the Auditors shall report to have been the cost of effecting additions or improvements of a capital nature to buildings forming part of the specific security since the date of such valuation or acquisition, provided that where any such cost is proposed to be taken into account the Trustee shall be entitled instead at its discretion to require the property to be valued for the purpose of the transaction for which its valuation is required by a valuation as at a date which is no earlier than the date on which such additions or improvements were completed in which case the value shown by such valuation shall be taken as its value. Where any property is to be released from the specific security there shall, for the purpose of determining value, unless otherwise agreed by the Trustee, be added to any valuation any amount by which the value of such property has been reduced as a result of any unremedied breach of any of the covenants of the Trust Deed. Valuations referred to in this definition shall be made by professional valuers nominated by the Company and approved by the Trustee (or, failing any such nomination by the Company, approved by the Trustee) and shall, unless the Trustee and the Company otherwise agree, be made on the basis of "open market value" as that expression is defined by the Guidance Notes prepared by the Assets Valuation Standards Committee of the Royal Institution of Chartered Surveyors, as in effect on the date on which the relevant valuation is made.

(b) in relation to any specific security other than property, the value ascribed thereto by a valuation, being

...shall be released from charge by a valuation as at a date not more than nine months prior to such property being released from charge, provided that in the case of a property being released from charge which has the benefit of a building contract for sale, on an agreed length being as value shall be the agreed sale price in lieu of value and the definition thereof shall be the cost of such sale and provided further that where a property is being brought into charge, its value may at the discretion of the Trustee be the cost of acquisition thereof if the same was acquired not more than nine months before being brought into charge.

together, in each such case with the addition of such an amount (if any) as the Auditors shall report to have been the cost of effecting additions or improvements of a capital nature to buildings forming part of the specific security since the date of such valuation or acquisition, provided that where any such cost is proposed to be taken into account the Trustee shall be entitled instead at its discretion to require the property to be valued for the purpose of the transaction for which a valuation is required by a valuation as at a date which is no earlier than the date on which such additions or improvements were completed in which case the value shown by such valuation shall be taken as its value. Where any property has been released from the specific security there shall, for the purpose of determining value, unless otherwise agreed by the Trustee, be added to any valuation any amount by which the value of such property has been reduced as a result of any unremedied breach of any of the covenants of the Trust Deed. Valuations referred to in this definition shall be made by professional valuers nominated by the Company and approved by the Trustee (or, failing any such nomination by the Company, approved by the Trustee) and shall, unless the Trustee and the Company otherwise agree, be made on the basis of "open market value" as that expression is defined by the Guidance Notes prepared by the Assets Valuation Standards Committee of the Royal Institution of Chartered Surveyors, as in effect on the date on which the relevant valuation is made.

(b) in relation to any specific security other than property, the value ascribed thereto by a valuation, being:

(i) in relation to monies, a determination by the Trustee of the amount thereof for the time being;

(ii) in relation to short gilts, a determination by the Trustee of the value thereof on the basis of the price thereof (net of accrued interest) based on the middle market quotation as derived from The Stock Exchange Daily Official List or the par value of such gilts (whichever is the lesser); and

(iii) in relation to investments representing monies, a valuation thereof as agreed between the Company and the Trustee or in the absence of such agreement as determined by an expert approved by the Trustee.

"Investments representing monies" means investments (other than short gilts) representing monies which shall have been approved in writing by the Trustee as security for the Stock and any Further Stock.

"short gilt" means a United Kingdom Government stock listed on The Stock Exchange having on the date upon which such stock first becomes part of the specific security no more than five years to final redemption.

"Auditors" means the auditors for the time being of the Company or, if they are unable or unwilling to carry out any action requested of them pursuant to the Trust Deed, such other firm of chartered accountants as the Trustee may nominate or approve after consultation with the Company.

The Trust Deed will include, inter alia, provisions to the following effect:

2. Security

The Stock will be secured initially by first legal mortgages by A. & J. Mucklow (Properties) Limited, a wholly owned subsidiary of the Company, on the properties referred to in the Certificate of Value, a copy of which is set out below.

The Stock will also be secured by a first floating charge on the undertaking and all the property, assets and rights, present and future, including any uncalled capital, of A. & J. Mucklow (Properties) Limited.

Power will be reserved to the Company or (with the consent of the Company) any of its subsidiaries, whether to satisfy the provisions of paragraph 5 below or otherwise, to add to the specific security by specifically charging in favour of the Trustee and to its satisfaction any additional interest in any property then comprised in the specific security and/or any other property (subject to the approval of the Trustee) and/or short gilts and/or investments representing monies and/or paying or charging monies to the Trustee, in each case to be held as part of the specific security.

3. Interest

The Stock will carry interest at the rate of $11\frac{1}{2}$ per cent. per annum payable (less income tax, where appropriate) in equal half-yearly instalments on 1st July and 1st January of each year, except that the first payment of interest will be made on 1st January, 1990 in respect of the amount for the time being paid up thereon for the period from 30th June, 1989 to 1st January, 1990 and will amount to £3.6115 (less income tax, where appropriate) per £100 nominal of Stock.

4. Repayment and purchase

Any Stock not previously purchased by the Company or any of its subsidiaries will be repaid at par plus accrued interest on 1st July, 2014.

The Company or any of its subsidiaries may at any time purchase any of the Stock:

(a) in the market or by tender (available to all Stockholders alike), at a price not exceeding the average of the middle market quotations of the Stock as derived from The Stock Exchange Daily Official List for the 10 business days immediately preceding the date of purchase or, as the case may be, invitation to tender; or

(b) in the market at the market price, provided that it is not more than five per cent. above the average referred to in (a) above; or

(c) by private treaty at a price (inclusive of accrued interest but exclusive of expenses of purchase) not exceeding 115 per cent. of the middle market quotation of the Stock as derived from The Stock Exchange Daily Official List for the business day immediately preceding the date of purchase;

but not otherwise.

All Stock so repaid or purchased shall be cancelled and shall not be available for re-issue.

5. Issue of Further Stock

The Company may create and issue further pounds sterling first mortgage debenture stock ranking pari passu in point of security with the Stock and carrying such rights and on such terms (without limitation) as the Directors of the Company may determine including Further Stock carrying the same rights in all respects as the Stock and forming one class therewith, provided that no Further Stock may be issued unless the Trustee is satisfied that immediately thereafter:

(i) the aggregate value of the specific security will be not less than one and two-thirds times the nominal amount of the Stock and all Further Stock then outstanding (including any fixed or minimum premiums payable on final repayment); and

(ii) the net annual income receivable from the specific security will be not less than the gross annual interest on the Stock and all Further Stock then outstanding.

No Further Stock shall be paid up in whole or in part by a capitalisation of reserves or undistributed profits of the Company or be issued by way of collateral security. Any issue of Further Stock shall be constituted by a deed in favour of the Trustee such deed being supplemental to the Trust Deed and in such form as the Trustee shall approve.

6. Valuation of security and withdrawals

(i) The Company shall have the right on or at any time after 30th September, 1989 to require a valuation of the whole (with such exceptions (if any) as the Trustee may agree) of the specific security for the purposes of this paragraph 6 and the Company and the Trustee shall each have the right on or at any time after 30th June, 1990 to require further such valuations of the whole (with such exceptions (if any) as the Trustee may agree) of the specific security, provided that the right of the Company and of the Trustee to

require a valuation under this paragraph 6 shall not be capable of being exercised more than once and whether by the Company or by the Trustee during any accounting reference period of the Company. If a valuation shall be required by the Company or the Trustee for the purposes of this paragraph 6, such requirement may be satisfied insofar as it relates to property by the production to the Trustee within one month of such requirement of a valuation or valuations of the whole of the property within the specific security at the date of such requirement (with such exceptions (if any) as the Trustee may agree) as at a date not more than nine months prior to the date of such requirement (the date of the valuation (the "valuation date") for the purposes of the following provisions of this paragraph 6 being the date of the production to the Trustee of the valuation or valuations as aforesaid). The Company shall procure that the net annual income receivable from the specific security as at the date of any such valuation shall be reported on by the Auditors.

(ii) If the aggregate value of the specific security as shown by such valuation, exceeds one and two thirds times the aggregate nominal amount of the Stock and all Further Stock (including any fixed or minimum premiums payable on final repayment) outstanding on the valuation date and the net annual income receivable therefrom at the valuation date is not less than the gross annual interest on the Stock and all Further Stock then outstanding, the Company or (with the consent of the Company) a charging subsidiary may, within six months of the valuation date (or such longer period as the Trustee may approve) but prior to the next valuation used for paragraph 5 above or carried out pursuant to this paragraph 6, withdraw a part or parts of the specific security approved for withdrawal by the Trustee either:

(a) upon the Company or (with the consent of the Company) any subsidiary thereof specifically charging in favour of the Trustee and to its satisfaction further property approved by the Trustee and/or short gilts and/or investments representing monies and/or paying monies to the Trustee, in each case as part of the specific security; or

(b) without paying monies or charging other properties, short gilts or investments representing monies;

whichever the Company shall elect provided that the specific security remaining immediately after such withdrawal shall have a value at the valuation date (or at such later date as the Trustee may agree) of not less than one and two thirds times the aggregate nominal amount of the Stock and all Further Stock (including any fixed or minimum premiums payable on final repayment) outstanding on such valuation date and that the net annual income receivable from the specific security remaining immediately after such withdrawal at such valuation date (or at such later date as the Trustee may agree) shall be not less than the gross annual interest on the Stock and all Further Stock then outstanding.

(iii) If the aggregate value of the specific security as shown by such valuation shall be less than one and one half times the aggregate nominal amount of the Stock and all Further Stock (including any fixed or minimum premiums payable on final repayment) outstanding on the valuation date, such deficiency shall within six months of such valuation date (or such longer period as the Trustee may approve) be made good by the Company or (with the consent of the Company) any subsidiary charging specifically in favour of the Trustee and to its satisfaction as part of the specific security further property approved by the Trustee and/or short gilts and/or investments representing monies and/or paying monies to the Trustee, in each case as part of the specific security, of an aggregate value not less than the amount of the deficiency between the aggregate value of the specific security at such valuation date (or at such later date as the Trustee may approve) and one and one-half times the aggregate nominal amount of the Stock and all Further Stock (including any fixed or minimum premiums payable on final repayment) outstanding on such valuation date.

(iv) If the net annual income receivable from the specific security at the valuation date shall be less than the gross annual interest on the aggregate nominal amount of the Stock and all Further Stock then outstanding, such deficiency shall within six months of such valuation date (or such longer period as the Trustee may approve) be made good by the Company or (with the consent of the Company) any subsidiary charging specifically in favour of the Trustee and to its satisfaction further property approved by the Trustee and/or short gilts and/or investments representing monies and/or paying monies to the Trustee, in each case as part of the specific security, so as to produce immediately after such charge and/or payment net annual income sufficient to make up such deficiency.

7. Substitution of security

The Company or (with the consent of the Company) a charging subsidiary may withdraw all or any part of the specific security upon the Company or (with the consent of the Company) any subsidiary thereof specifically charging in favour of the Trustee and to its satisfaction other property approved by the Trustee and/or short gilts and/or investments representing monies and/or paying monies to the Trustee in each case as part of the specific security, provided that the Trustee is satisfied that:

(i) the value or amount of the property and/or short gilts and/or investments representing monies and/or monies to be substituted is at least equal to the value or amount of the specific security or the part thereof being withdrawn; and

(ii) either (a) following such substitution the net annual income receivable from the specific security will be not less than the gross annual interest on the Stock and all Further Stock then outstanding or (b) the net annual income receivable from the property and/or short gilts and/or investments representing monies and/or monies to be substituted is at least equal to the net annual income receivable from the specific security or part thereof being withdrawn, whichever the Company shall elect.

Any excess in the value or amount of the property and/or monies and/or short gilts and/or investments representing monies substituted and/or the net annual income receivable therefrom over the value or amount of or the net annual income receivable from the specific security or part thereof withdrawn shall be taken into account in any subsequent substitution prior to the next valuation used for the purposes of paragraph 6 above.

8. Restrictions

Without the previous written consent of the Trustee:

(i) no part of the equity of redemption of the specific security shall be disposed of except to a charging subsidiary or to the Company, or except by way of charge; and

(ii) the Company shall not permit any company which is for the time being a charging subsidiary to cease to be a subsidiary of the Company.

9. Leasing

The Company and any charging subsidiary will be entitled without the consent of the Trustee to exercise the statutory powers of leasing and ancillary powers in relation to the property comprised in the specific security:

(i) for terms not exceeding 42 years;

(ii) without taking a fine or premium;

(iii) at a rack rent; and

(iv) with provision for upward only rent reviews to full rack rent at intervals which in the Company's opinion accord with the market conditions at the time of such exercise.

10. Insurance

The Trust Deed will contain normal insurance covenants. Amounts aggregating less than £100,000 in respect of any one claim may be released to the Company or any relevant charging subsidiary.

11. Modification of rights

Stockholders will have power by extraordinary resolution, as defined in the Trust Deed, inter alia, to sanction any modification, compromise, abrogation or arrangement in respect of their rights against the Company or the charging subsidiaries and to assent to any modification or abrogation of the provisions of the Trust Deed. The Trustee may from time to time and at any time, provided that in its opinion the interests of the Stockholders will not be materially prejudiced thereby, waive or authorise, on such terms and subject to such conditions as shall seem expedient to the Trustee, any breach or proposed breach of any of the provisions of the Trust Deed but without prejudice to the rights of the Trustee in respect of any subsequent breach. The Trustee may at any time and from time to time without the sanction of an extraordinary resolution of the Stockholders concur with the Company and the charging subsidiaries in making any modification to the provisions of the Trust Deed which in the opinion of the Trustee will not be materially prejudicial to the interests of Stockholders or which is to correct a manifest error or omission. Provision is made for convening separate meetings of the holders of different classes of Stock and Further Stock in certain circumstances.

12. Transfer

The Stock will be registered and transferable in integral multiples of £1 nominal. Stock may be transferred in writing in any form permitted by the Stock Transfer Act 1963 or in any other form approved by the Company and the Trustee. The instrument of transfer shall be signed by or on behalf of the transferor and, if the Stock thereby transferred is not fully paid, by or on behalf of the transferee. The transferor shall be deemed to remain the holder of such Stock until the name of the transferee is entered in the Register in respect thereof.

13. Indemnification and consents

The Trust Deed will contain provisions for indemnifying the Trustee and for relieving the Trustee from certain responsibilities. Any consent which may be given by the Trustee may be given upon such conditions (if any) as it thinks fit.

14. Contracts with the Trustee

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12. Transfer

12. Transfer
The Stock will be registered and transferable in integral multiples of A\$1 nominal. Stock may be transferred in writing in any form permitted by the Stock Transfer Act 1963 or in any other form approved by the Company and the Trustee. The instrument of transfer shall be signed by or on behalf of the transferor and, if the Stock thereby transferred is not fully paid, by or on behalf of the transferee. The transferor shall be deemed to remain the holder of such Stock until the name of the transferee is entered in the Register in respect thereof.

13. Indemnification and consents

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The Trust Deed will contain provisions for indemnifying the Trustee and for relieving the Trustee from certain responsibilities. Any consent which may be given by the Trustee may be given upon such conditions (if any) as it thinks fit.

14. Contracts with the Trustee

14. Contracts with the Trustee
Notwithstanding its fiduciary position, the Trustee may enter into any contract or other transaction with the Company or any subsidiary of the Company or in connection with any part of the specific security and any such transactions may include purchases by the Trustee of any part of the specific security and other dealings therewith and the Trustee may exercise its discretion as trustee with regard thereto notwithstanding its interest.

15. Replacement of the Trustee

15. Replacement of the Trustee
The statutory power of appointing a new trustee will be vested in the Company but, before being appointed, a new trustee must be approved by an extraordinary resolution of the Stockholders.

16. Listing

16. Listing
The Company will use its best endeavours to obtain a listing for the Stock on The Stock Exchange and, so long as any of the Stock remains outstanding, maintain a listing for the Stock on The Stock Exchange.

Part 2

Valuation

The following is a copy of the Certificate of Value dated 26th June, 1989 received from Debenham, Tewson & Chinnocks Limited, Surveyors and Valuers:

The Directors,
A. & J. Mucklow Group plc
Haden Cross,
Halesowen Road,
Cradley Heath,
Wartley,
West Midlands B64 7JB

The Directors,
S. G. Warburg & Co. Ltd.,
2 Finsbury Avenue,
London EC2M 2PA

The Directors,
The Law Debenture Trust Corporation p.l.c.,
Princes House,
95 Gresham Street,
London EC2V 7LY

44 Brook Street,
London W1A 4NA

26th June, 1989

Gentlemen,

In accordance with your instructions we have considered the properties of A. & J. Mucklow (Properties) Limited a subsidiary of A. & J. Mucklow Group plc (the "Company" and together the "Group") as shown below. Our inspections and valuations are as at 28th February, 1989. On the basis of further updating information provided to us by the Company and its advisers and in the light of current market conditions, we are satisfied that the aggregate of the open market values of the properties and the aggregate current net annual rental income (before tax) receivable therefrom has not reduced since 28th February, 1989.

Our valuations are on the basis of open market value as described by the Royal Institution of Chartered Surveyors Assets Valuation Standards Committee in their Guidance Notes. In this context, we have not applied any premium to the aggregate values of the properties which may be applicable to a valuation of the portfolio as a whole.

All properties have been inspected and relevant enquiries made as we deemed necessary. The Group has provided relevant information as to title, leases, tenure, and certain site and floor areas, and we have relied upon this information. Estimated building costs have been provided by the Group and we consider these to be reasonable. Direct measurements have been taken on site or scaled from plans where appropriate. We have assumed that the properties are free from encumbrances, restrictions or other outgoings of an onerous nature which would affect the value, other than those which have been indicated to us. We confirm that in arriving at our valuation we have had due regard to the contents of the certificates of title in respect of the properties produced by the Company's solicitors. We have not seen original planning consents and have assumed that the properties have been erected, and are being occupied and used, in accordance with such consents and that there are no outstanding statutory notices.

No account has been taken of any expenses of realisation or taxation which might arise on a disposal, nor has any account been taken of any mortgages or charges on the properties.

We have reflected in our valuations where appropriate any defects or site problems noted during our inspections, but have not carried out any structural surveys, or tested services or site conditions. It has also been assumed that none of the properties are adversely affected by the use of deleterious construction techniques or materials.

We are of the opinion that the open market value of these commercial and industrial investments, subject to the leases as shown and the comments contained herein, is in the sum of £51,828,000 (fifty one million eight hundred and twenty eight thousand pounds).

¹This Certificate of Value has been prepared for the use of the parties to whom it is addressed, their respective professional advisers and for the purposes of the issue of the Stock. No responsibility to any third party is accepted for the whole or any part of its contents, other than in connection with the issue of the Stock.

Yours faithfully,

For and on behalf of
DEBENHAM, TREWSON & CHINNOCKS LIMITED
N. R. Lowe
Director

CONTINUED ON CARD 2

THIS CARD IS CIRCULATED TO GIVE DETAILS OF AN ISSUE BY THE COMPANY
AND SHOULD BE RETAINED FOR REFERENCE PURPOSES

MU-MZ 65 A. & J. Mucklow Group plc

MUC

Summary of Income and capital value

	Aggregate current net annual income (before tax) £	Aggregate open market value £
1. Properties held as investments	3,010,338	44,518,000
2. Property in the course of construction at 28th February, 1989	400,250	7,410,000
3. Additional net annual income	158,846	
	<u>3,569,434</u>	<u>51,928,000</u>

The capital value and annual rental income arising from properties held as investments and properties in the course of construction are stated as at 28th February, 1989.

Additional net annual income represents the increase in the net annual rental income (as defined in the Trust Deed) arising from certain new tenancies entered into in the period between 28th February, 1989 and 26th June, 1989. These new tenancies are summarised in paragraph 3 below.

Properties held as investments

Property	Description, age and tenure	Tenancies	Current net annual rental before tax £	Present capital value in existing state £
(a) Office properties				
1. Dukes Gate, Chiswick, London	Located north of Chiswick High Road (the A315), on Acton Lane, next to the underground station. A new office scheme, completed late 1988, comprising six self contained offices surrounding a courtyard, with car parking. Office sizes are 2,442 to 4,755 sq. ft., 17,998 sq. ft. in all. Freehold.	Five offices let on 25 year leases commencing 29/09/88 on full repairing and insuring terms with five yearly upward only reviews. Three of the offices are let to Barnard Marcus. One office vacant.	210,602	5,115,000
2. The Cloisters, 11/12 George Road, Edgbaston, Birmingham	Located two miles from the city centre in a prime office area comprising a two storey office building surrounding a courtyard, completed late 1987, fully landscaped with car parking. Total area 18,595 sq. ft., capable of reverting to a scheme of 10 individual units. Leasehold for 125 years from 25/03/86 at £400 per annum subject to increases of £400 per annum every tenth year.	Fully let to Apricot Computers for 24 years commencing 29/09/87 on full repairing and insuring terms with three yearly upward only reviews.	144,913	2,540,000
(b) Warehouse and industrial properties				
3. Monkton Park, Farnham, Surrey	Located on the north eastern outskirts of Farnham near the A31, completed early 1989, comprising a modern development of five units in four separate single storey blocks, landscaped with car parking. Unit sizes are 6,587 to 8,525 sq. ft., 40,103 sq. ft. in all. Leasehold for 125 years from 25/12/88 at a peppercorn rent.	Four units let on 25 year leases. Two units let from 25/12/88 and two units let from 25/3/89. All four tenancies are let on full repairing and insuring terms with five yearly upward only reviews. One unit vacant.	208,486	3,000,000
4. Forward Park, Birmingham	Located one mile north of the city centre at the start of the Aston Expressway, comprising an industrial warehouse scheme of contemporary design with three modern single storey detached units, landscaped with car parking. Completed in 1987. Unit sizes are 8,085 to 26,212 sq. ft., 54,872 sq. ft. in all. Freehold.	Fully let on five 25 year leases commencing 29/09/87 to 29/09/88 on full repairing and insuring terms with five yearly upward only reviews. Tenants include Dollond & Alchison and British Telecom Cellular Radio.	188,576	2,700,000
5. Bull Ring Trading Estate, Deritend, Birmingham	Located one mile from the city centre on the A31, a major traffic route, comprising a 1981-5 estate of two blocks providing six single storey industrial warehouse units with car parking. Unit sizes are 5,125 to 33,180 sq. ft., 67,280 sq. ft. in all. Freehold.	Fully let on five 25 year leases commencing 29/09/84 to 21/06/88, on full repairing and insuring terms with five yearly upward only reviews. Two units comprising more than half the total area let to Peugeot Talbot. One lease of two units comprising 10,850 sq. ft. (producing annual income of £27,130) is subject to a tenant's option to determine at the end of the 10th, 15th and 20th years of the lease term.	168,577	2,940,000
6. St. Andrew's Trading Estate, Great Barr Street, Bordley, Birmingham	Located one and one half miles from the city centre close to the inner and middle ring roads and the A38(M) motorway, comprising a small estate of one block of two units built in 1985. Unit sizes are 13,560 and 16,145 sq. ft. Freehold.	Fully let on 25 year leases commencing 24/06/85 and 1/11/86 on full repairing and insuring terms with five yearly upward only reviews. Bellast Ropework occupies two units with an option to determine in October 1991 on the expiry of the fifth year of the lease term.	74,262	1,225,000

6 St Andrews Trading Estate, Great Barr Street, Bordesley, Birmingham	located one and one half miles from the city centre close to the inner and middle ring roads and the A38(M) motorway, comprising a small estate of one block of two units built in 1983. Unit sizes are 13,500 and 16,115 sq. ft. Freehold.	Fully let on 25 year leases commencing 21/06/85 and 1/11/86 on full repairing and insuring terms with five yearly upward only reviews. Bellast Ropework occupies two units with an option to determine in October 1991 on the expiry of the fifth year of the lease term.	712,62	1,225,000
7 Prospect Way, Halesowen, West Midlands	located on Muchlow Hill, the main road from Halesowen to Birmingham, comprising a purpose built Do It Yourself centre, in a detached modern single storey building, completed in 1986, with large car park. Size 32,000 sq. ft. Freehold.	Fully let to W. H. Smith Do It All on a 25 year lease from 29/09/86 on full repairing and insuring terms with five yearly upward only reviews.	112,000	2,200,000
8 Kelvin Way Trading Estate, West Bromwich, West Midlands	located on the fringe of West Bromwich on a busy local road, part new, part rebuilt from the former Jensen Works, comprising a large traditional industrial-warehouse estate of four single storey blocks comprising 49 units. Completed in 1979/80. Unit sizes are 1,800 to 16,275 sq. ft., 280,202 sq. ft. in all. Part of the estate on which 38 units are located is leasehold for 125 years from 17/09/79 at £1,250 per annum until 17/09/89, then at £15,000 per annum for 10 years and thereafter at 10 per cent. of rack rent value. The remaining 11 units are freehold.	Fully let. 43 units are let on 40 separate leases commencing 21/06/80 to 18/07/88 on full repairing and insuring terms with regular reviews. 15 of the leases are for periods of 10 to 25 years. The remaining 25 leases are for periods of six years or less. One lease is subject to a tenant's option to determine in December 1990 at the end of the sixth year of a 10 year term. 21 of the leases have three to five yearly upward only reviews and expire between 1992 and 2003. The remaining six units are let on business tenancies.	514,768	5,600,000
9 Redkirk Close Trading Estate, Horsham, Sussex	located to the north of the town centre in an established industrial-commercial area, comprising two new single storey units of contemporary design, completed in 1987/88. Total area 30,194 sq. ft. Freehold.	Fully let on a 25 year lease to Peter Highton Holdings from 25/03/88 on full repairing and insuring terms with five yearly upward only reviews.	158,515	1,988,000
10 Coleshill Trading Estate, Coleshill, Birmingham	located on the north eastern fringe of the West Midlands conurbation, close to the M42/M6, in an established industrial area, comprising 66 units on either side of Station Road. Completed between 1967 and 1970. Unit sizes are 2,250 to 15,030 sq. ft., 240,145 sq. ft. in all. Freehold.	Fully let on 56 separate leases from 22/10/70 to 25/12/87 on full repairing and insuring terms with three to seven yearly upward only reviews. 47 of the leases have terms of between 15 and 25 years. One lease has a term of 12 years and the remaining eight leases have terms of eight years or less. 21 of the leases expire between 1993 and 1995 and a further 16 between 1996 and 2006.	496,416	5,700,000
11 Bordesley Trading Estate, Saltley, Birmingham	located two miles east of the city centre, in a mixed industrial and residential district. A modern estate of seven single storey blocks completed in 1984, comprising 31 units, landscaped with car parking. Unit sizes are 1,399 to 2,433 sq. ft., 67,818 sq. ft. in all. Freehold.	Fully let. 30 units let on leases with three, six and nine year terms commencing 29/09/82 to 29/09/88 on full repairing and insuring terms with three yearly upward only reviews. The remaining unit is let on a business tenancy. 20 of the leases expire between 1990 and 1995. The remaining 10 leases expire before the end of 1989 or have expired with renewal under negotiation. One lease is subject to a tenant's option to determine in September 1989 at the end of the third year of a 9 year term.	165,614	2,720,000

Property	Description, age and tenure	Tenancies	Current net annual rental before tax £	Present capital value in existing state £
12. Dordkston Mill Trading Estate, Salford, Birmingham	Located one and one half miles east of the city centre. A medium size traditional estate in four single storey blocks comprising 17 units. Built in 1977. Unit sizes are 5,250 to 21,750 sq. ft., 130,530 sq. ft. in all. Freehold	Fully let on 12 separate tenancies, commencing 25-12-77 to 29-09-85 on full repairing and insuring terms with five yearly upward only reviews. Nine of the leases have 25 year terms and expire between 2002 and 2010. The remaining three leases have terms of five years and expire in 1989 or 1990.	221,172	3,600,000
13. Crompton Fields, Crawley, Sussex (Phase I)	Located in an established industrial area. Phase I comprises a new high quality single storey building with two storey offices. Completed in 1988. Area 63,550 sq. ft. Phases II and III which were completed in May 1989 added a further three blocks with 97,000 sq. ft. in all. Freehold	Fully let to Metal Box for 25 years, commencing 21-06-88 on full repairing and insuring terms with five yearly upward only reviews.	316,318	1,590,000
			<u>537,490</u>	<u>5,190,000</u>

2. Property in the course of construction at 28th February, 1989

Property	Description, age and tenure	Tenancies arranged	Present capital value in existing state £	Estimated cost of completing development as at 28/2/89 £	Estimated net annual rental before tax £	Capital value when completed before tax £	Capital value when completed and let £
Crompton Fields, Crawley, Sussex (Phases II and III)	Located in an established industrial area. Phases II and III consist of three blocks of high quality single storey buildings with two storey offices. Phases II and III, consisting of six units, were completed in May 1989. Unit sizes are 8,500 to 17,000 sq. ft., 97,000 sq. ft. in all. Freehold.	Leases and agreements to lease in respect of four units for 25 years on full repairing and insuring terms with five yearly upward only reviews producing annual rent of £400,250.	7,410,000	142,800	632,250	7,735,000	7,860,000

3. Additional net annual income

The increase in the net annual rental income (as defined in the Trust Deed) in the period between 28th February, 1989 and 26th June, 1989 arises from the following new tenancies:

Property	Tenancy	Current net annual rental before tax £
1. Dukes Gate, Chiswick, London	Letting of one office to Brigade Brands for 25 years commencing 15/5/89 on full repairing and insuring terms with five yearly upward only reviews.	104,610
2. Monkton Park, Farnham, Surrey	Agreement to lease one unit to Clarity Computer Supplies for 25 years commencing 24/6/89 on full repairing and insuring terms with five yearly upward only reviews.	54,236

158,846

1. Yield

The gross redemption yield of the Stock at the issue price of £99.107 per cent. is 11.613 per cent. per annum.

The gross redemption yield is calculated on the basis indicated by the Joint Index and Classification Committee of the Institute and Faculty of Actuaries as reported in the Journal of the Institute of Actuaries Vol. 105, Part 1, 1978 page 18.

2. Proceeds of the Issue

The proceeds of the issue, which (after deduction of expenses estimated at £380,000, excluding value added tax, and payable by the Company) are estimated to amount to approximately £29.4 million, will be used to repay secured variable rate borrowings and to fund further property developments.

3. Stock covers, net tangible assets and profits

(a) Capital cover

The value of the properties listed in the Certificate of Value amounts in aggregate to £51,828,000, equal to 1.728 times the nominal amount of the Stock.

(b) Income cover

The current net annual income (as defined for the purposes of the Trust Deed) receivable from the properties listed in the Certificate of Value amounts to £3,599,434, which is equivalent to 1.043 times the gross annual interest on the Stock.

(c) Net tangible assets and profits

The consolidated net tangible assets of the Company and its subsidiaries (the "Group") as shown by the audited consolidated accounts at 30th June, 1988 amounted to £93,303,000.

The consolidated 1988 net tangible assets and profits of the Group amounted to £93,303,000.

Part 3 49 107 11 613

1. Yield

The yield on the new issue of the Stock at the time of issue is $\frac{1}{2}$ per cent. The yield on the existing Stock is $\frac{1}{2}$ per cent. The yield on the new issue of the Stock is $\frac{1}{2}$ per cent. The yield on the existing Stock is $\frac{1}{2}$ per cent. The yield on the new issue of the Stock is $\frac{1}{2}$ per cent. The yield on the existing Stock is $\frac{1}{2}$ per cent.

2. Proceeds of the Issue

The proceeds of the issue, which after deduction of expenses estimated at £400,000, excluding value added tax, and payable by the Company are estimated to amount to approximately £29.4 million.

3. Stock covers, net tangible assets and profits

(a) Capital cover

The value of the properties listed in the Certificate of Value amounts in aggregate to £51,828,000, equal to 1.728 times the nominal amount of the Stock.

(b) Income cover

The current net annual income (as defined for the purposes of the Trust Deed) receivable from the properties listed in the Certificate of Value amounts to £3,599,431, which is equivalent to 1.043 times the gross annual interest on the Stock.

(c) Net tangible assets and profits

The consolidated net tangible assets of the Company and its subsidiaries (the "Group") as shown by the audited consolidated accounts at 30th June, 1988 amounted to £93,303,000.

For the year ended 30th June, 1988, the audited consolidated profit before interest payable and taxation of the Group amounted to £8,406,000 and interest payable to £868,000.

Part 4

Current trading and prospects of the Group

The new industrial developments at Crawley (97,000 sq. ft.), Witney (50,000 sq. ft.) and Farnham (40,000 sq. ft.) are now complete. At Farnham, all five units have been let and lettings at the other two estates are proceeding well.

Two new sites for development were acquired during the first six months of the current year, one for 11,500 sq. ft. of offices in Edgbaston, Birmingham and the other for 77,000 sq. ft. of industrial space at Rugby. Contracts have recently been exchanged for a new industrial development of 50,000 sq. ft. at Bedford.

Whilst house sales are being adversely affected by current interest rates, the performance of the house-building division remains satisfactory. The industrial property division has continued to benefit from stronger levels of demand and increasing rental rates.

Trading conditions affecting the business remain generally favourable and the Board is confident of the outcome for 1988/89 as a whole.

Part 5

Loan capital and other indebtedness

The Company and its subsidiaries had outstanding at 28th April, 1989 secured bank overdrafts of £8,759,030, secured loans of £15,000,000 due after more than one year and contingent liabilities in respect of road bonds of £247,414 and rent guarantees of £54,000. In addition to the above, there was £675,250 6½ per cent. First Mortgage Debenture Stock 1989/94, £390,805 7½ per cent. First Mortgage Debenture Stock 1990/95 and £5,000,000 13½ per cent. First Mortgage Debenture Stock 2000/05 outstanding at 28th April, 1989. The Company and its subsidiaries also had cash and short term deposits at that date of £1,784,362.

Save as disclosed herein, and apart from intra-group indebtedness and guarantees of group indebtedness, neither the Company nor any of its subsidiaries had outstanding at 28th April, 1989 any borrowings or indebtedness in the nature of borrowing, including (but not limited to) capital issued, or created but unissued, term loans, bank overdrafts and liabilities under acceptances (other than normal trade bills) or acceptance credits, mortgages, charges, hire purchase commitments, guarantees or other material contingent liabilities.

As at the date hereof no material change has occurred since 28th April, 1989 in respect of the information set out in this paragraph.

Part 6

Taxation

The statements below are based on current law and practice in the United Kingdom. They are general in nature, apply only to persons who are the beneficial owners of Stock and may not apply to certain classes of taxpayer (such as dealers). Persons who may be subject to tax in other jurisdictions or who are in any doubt as to their tax position should consult their professional advisers.

1. Stamp duty and stamp duty reserve tax

No stamp duty, stamp duty reserve tax or similar tax or duty is imposed in the United Kingdom on the issue, transfer or redemption of the Stock.

2. Income tax on interest payments

(a) Payments of interest on the Stock will be made under deduction of United Kingdom income tax at the basic rate (presently 25 per cent.) unless the Company has previously been directed by the Inland Revenue, in relation to a particular holding of the Stock, to make payment free of such deduction or subject to reduced deduction by virtue of relief available to the holder of such Stock under the provisions of an applicable double taxation treaty. Such directions will only be issued on prior application to the Commissioners of Inland Revenue by the Stockholder in question.

(b) Notwithstanding that interest is received subject to a basic rate income tax deduction, holders of the Stock who are resident in the United Kingdom for tax purposes or, whilst non-resident, are carrying on a trade in the United Kingdom through a branch or agency, may, depending on the circumstances, be liable to pay further United Kingdom tax on the interest received. Residents of the United Kingdom and certain other persons may, depending on their circumstances, be entitled to a refund of tax deducted at source.

(c) The Company will not "gross up" payments of interest to compensate for any withholding that it is, or hereafter may be, required to make.

3. Capital gains

The Company has been advised that the Stock will constitute "qualifying corporate bonds" within the terms of Section 64 of the Finance Act 1984. As such, the disposal by any person of any Stock will not give rise to a chargeable gain nor an allowable loss for the purposes of United Kingdom taxation.

THIS CARD IS CIRCULATED TO GIVE DETAILS OF AN ISSUE BY THE COMPANY
AND SHOULD BE RETAINED FOR REFERENCE PURPOSES

MU-MZ 65 A. & J. Mucklow Group plc

MUC

Part 7

Interim results for the six months ended 31st December, 1988

The following are the unaudited interim results of A. & J. Mucklow Group plc and its subsidiaries (the "Group") for the six months to 31st December, 1988 which were announced on 9th March, 1989:

	Unaudited six months to		Year to
	31st December, 1988	31st December, 1987	30th June, 1988
	£'000	£'000	£'000
Gross rents	4,878	4,177	8,727
Property outgoings	(263)	(210)	(458)
Rental income	4,615	3,967	8,269
Turnover	2,173	1,057	4,951
Cost of sales	(1,283)	(815)	(3,704)
Trading profit	890	242	1,247
Investment income	—	—	1
	5,505	4,209	9,517
Administration expenses	(633)	(556)	(1,111)
Interest payable	(760)	(405)	(868)
Profit before taxation	4,112	3,248	7,538
Taxation	(965)	(753)	(1,796)
Profit after taxation	3,147	2,495	5,742
Dividends:			
Preference	17	17	33
Ordinary	1,940	1,474	3,884
Earnings per share (p)*	5.98	4.74	10.91
Net dividend per share (p)	3.71	2.82	7.425

*Earnings per share are adjusted for share options outstanding.

The figures for the year to 30th June, 1988 have been taken from the full Group accounts for that period on which an unqualified report was made by the Group's auditors and which have been delivered to the Registrar of Companies.

The interim dividend of 3.71p per share will be paid on 3rd July, 1989 to shareholders on the register on 26th May, 1989.

Part 8

General information

1. The present authorised and issued share capital of the Company is as follows:

Authorised	Issued and fully paid		Authorised £'000	Issued and fully paid £'000
675,000	675,000	7 per cent. cumulative preference shares of £1 each	675	675
57,300,000	52,314,718	Ordinary shares of 25p each	14,325	13,079
			15,000	13,754

2. Under the terms (as amended) of the Company's share option scheme, there are options outstanding over 5,000 ordinary shares of 25p each, exercisable from 11th November, 1986 to 10th November, 1991 at a subscription price of 85p per share, granted on 11th November, 1981 to an employee of the Group.

3. The Company's principal objects, which are contained in Clause 4(B) of its Memorandum of Association, are to carry on business as an investment holding company and to control and co-ordinate the administration and operation of any companies for the time being directly or indirectly controlled by the Company.

4. Under a Placing Agreement dated 26th June, 1989 between the Company and S. G. Warburg & Co. Ltd. ("Warburgs"), Warburgs has agreed, subject, inter alia, to the admission of the Stock to the Official List by the Council of The Stock Exchange no later than 27th June, 1989, to subscribe or procure subscribers for the Stock for a commission of 1 per cent. of the nominal amount of the Stock, out of which they will pay a fee to the brokers to the issue.

5. The Stock will be payable as to £40 per £100 nominal of the Stock on acceptance thereof. The balance of the amount payable on the Stock allotted must be paid so as to be cleared for value on or before 26th October, 1989. Such balance may be paid in advance of its due date but no discount will be allowed or interest paid on such balance for any period prior to 26th October, 1989. Failure to pay such balance when due will render all amounts previously paid liable to forfeiture and the allotment liable to cancellation. Interest at the rate of two per cent. above the base rate from time to time of Midland Bank plc may be charged on such balance if accepted after its due date. The Company further reserves the right, in default of payment of such balance, to sell any such Stock fully paid for its own account.

Renounceable Allotment Letters will be sent to places on 30th June, 1989 and will be renounceable until 10th November, 1989. Each Renounceable Allotment Letter will, when fully paid in accordance with its terms, represent the right of the person(s) named therein to become registered as the holder(s) of the Stock comprised in such Renounceable Allotment Letter. A transfer of such right can be made by renunciation of the Renounceable Allotment Letter or, in the case of a renouncee, by delivery thereof to the transferee, subject to the requirement to register the renunciation. Once renounced by the person originally entitled thereto, a Renounceable Allotment Letter will become a negotiable bearer document.

Renounceable Allotment Letters may be split until 24th October, 1989 (partly paid) and until 8th November, 1989 (fully paid) in accordance with the instructions contained therein. After 10th November, 1989 the Stock will be transferable only by an instrument of transfer and the Renounceable Allotment Letters will cease to be valid for any purpose after 30th November, 1989.

Certificates in respect of the Stock are expected to be despatched by post on 30th November, 1989 at the risk of the persons entitled thereto, after which the Stock will be a registered security.

The Renounceable Allotment Letters will contain full details concerning payment, renunciation, splitting and consolidation.

6. In accordance with the requirements of the Council of The Stock Exchange, part of the Stock is being made available to market makers.

7. The Directors of the Company and their functions are as follows:

Albert J. Mucklow ACIS

T. Mucklow

Alan J. Mucklow

Chairman

Non Executive Director

Non Executive Director

Interest thereon at two per cent above the base rate from time to time of 100 and Bank plc may be charged on such balance if it is not paid by the due date. The Company further reserves the right in default of payment of such balance to sell any such shares held for its own account.

Renounceable Allotment Letters will be sent to places on 30th June, 1989 and will be renounceable until 10th November, 1989. Each Renounceable Allotment Letter will, when fully paid in accordance with its terms, represent the right of the person(s) named therein to become registered as the holder(s) of the Stock comprised in such Renounceable Allotment Letter. A transfer of such right can be made by renunciation of the Renounceable Allotment Letter or in the case of a renouncee, by delivery thereof to the transferee, subject to the requirement to register the renunciation. Once renounced by the person originally entitled thereto, a Renounceable Allotment Letter will become a negotiable bearer document.

Renounceable Allotment Letters may be split until 2nd October, 1989 (partly paid) and until 8th November, 1989 (fully paid) in accordance with the instructions contained therein. After 10th November, 1989 the Stock will be transferable only by an instrument of transfer and the Renounceable Allotment Letters will cease to be valid for any purpose after 30th November, 1989.

Certificates in respect of the Stock are expected to be despatched by post on 30th November, 1989 at the risk of the persons entitled thereto, after which the Stock will be a registered security.

The Renounceable Allotment Letters will contain full details concerning payment, renunciation, splitting and consolidation.

6. In accordance with the requirements of the Council of The Stock Exchange, part of the Stock is being made available to market makers.

7. The Directors of the Company and their functions are as follows.

Albert J. Mucklow ACIS
T. Mucklow
Allan J. Mucklow
B. H. Wood
G. C. Evans

Chairman
Non-Executive Director
Non-Executive Director
Non-Executive Director
Executive Director

The business address of the Directors is the Registered Office of the Company at Haden Cross, Halesowen Road, Cradley Heath, Warley, West Midlands B64 7JB.

Mr. Albert J. Mucklow and Mr. G. C. Evans entered into service contracts with the Company on 11th March, 1987 for a period of five years from that date, continuing thereafter subject to termination by either party giving to the other not less than 12 months notice. The current rates of remuneration per annum under such contracts are £59,000 and £45,000 respectively.

8. The brokers to the issue are S. G. Warburg Securities, 1 Finsbury Avenue, London EC2M 2PA.

9. The registrar for the Stock is Ravensbourne Registration Services Limited, Bourne House, 34 Beckenham Road, Beckenham, Kent BR3 4TL.

10. F. E. Sidaway Son & Co., Chartered Accountants of Abacus House, 4-6 Long Lane, Market Place, Bowley Regis, Warley, West Midlands B65 0JA have audited the annual accounts of the Company and its subsidiaries for the three years ended 30th June, 1988.

11. The solicitors to the issue and to the Trustee are Allen & Overy, 9 Cheapside, London EC2V 6AD and the solicitors to the Company are Slaughter and May, 35 Basinghall Street, London EC2V 5DB and P. M. Petherbridge & Co, Haden Cross, Halesowen Road, Cradley Heath, Warley, West Midlands B64 7JB.

12. The Placing Agreement referred to in paragraph 4 above is the only contract entered into by any member of the Group since 26th June, 1987 which is outside the ordinary course of business and is or may be material.

13. Save as disclosed herein, there has been no material change in the trading or financial position of the Group since 9th March, 1989 (the date of publication of the Interim results for the six months ended 31st December, 1988).

14. The Directors of the Company consider that taking into account the net proceeds of the issue of the Stock, and having regard to existing borrowing facilities, the Group has sufficient working capital for its present requirements.

15. The Directors are not aware of any legal or arbitration proceedings, actual, pending or threatened against any member of the Group, which may have or have had during the period of 12 months prior to the date of this document a significant effect on the financial position of the Group.

16. Debenham, Tewson & Chinnocks Limited have given and have not withdrawn their written consent to the issue of this document with the inclusion herein of the Certificate of Value date 26th June, 1989 and of the references to its name in the form and context in which it appears.

17. The Trustee is The Law Debenture Trust Corporation p.l.c., a trust corporation, and its principal office is at Princes House, 95 Gresham Street, London EC2V 7LY.

18. The Insolvency Act 1986 contains provisions which would enable an administrator (appointed pursuant to an administration order made by the Court), with the consent of the Court to dispose of any property which is subject to security as if it were not subject to such security. However, the Trustee will be entitled under the Trust Deed, upon an application for an administration order being made, to appoint an administrative receiver whose appointment will, under such Act, prevent the Court making an administration order.

19. Warburgs is a member of The Securities Association.

20. Copies of the following documents will be available for inspection during usual business hours on any weekday (Saturdays and public holidays excepted) at the offices of Slaughter and May, 35 Basinghall Street, London EC2V 5DB up to and including 11th July, 1989:

- (a) the Memorandum and Articles of Association of the Company;
- (b) the published Annual Report and Accounts of the Company for the years ended 30th June, 1987 and 30th June, 1988 and the Interim statement for the six months ended 31st December, 1988;
- (c) the Trust Deeds constituting the existing debenture stocks of the Company and a draft (subject to final revision) of the Trust Deed constituting and securing the Stock or, following its execution, the Trust Deed;
- (d) the Certificate of Value set out in Part 2 above;
- (e) the material contract referred to in paragraph 12 above; and
- (f) the written consent referred to in paragraph 16 above.

26th June, 1989