

MR01

Particulars of a charge

10 950 2/65

Oyez

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☐ **What this form is NOT**
You may not use this form to
register a charge where
instrument Use form MR01

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. It will be scanned and placed on the public record



A02 30/04/2014 #263

COMPANIES HOUSE
A360WK69

A10 17/04/2014 #5
COMPANIES HOUSE

1 Company details

Company number 01016437

Company name in full BRYSDALES LIMITED

For official use

Filing in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 01/04/2014

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name JOHN ALEXANDER GREEN

Name SHELLEY JOY GREEN

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

NONE

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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8

Trustee statement

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X

E. P. O. A.

X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name
DEBORAH KING

Company name
FARLEYS SOLICITORS LLP

Address
UNIT C1, HURSTWOOD COURT,
DUTTONS WAY,

SHADSWORTH BUSINESS PARK

Post town
BLACKBURN

County/Region
LANCASHIRE

Postcode
BB1 2QR

Country

DX

Telephone



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 NR Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1016437

Charge code: 0101 6437 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th April 2014 and created by BRYSDALES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th April 2014

P. 47

Given at Companies House, Cardiff on 2nd May 2014



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

DATED 11th April 2014

THE COMPANIES NAMED IN SCHEDULE 1

- and -

JOHN ALEXANDER GREEN

and

SHELLEY JOY GREEN

COMPOSITE GUARANTEE AND DEBENTURE

Securing the repayment of

Nil Rate Loan Notes 2018

Note

This Composite Guarantee and Debenture is
subject to the provisions of a
Deed of Priority between the certain parties hereto and others

Examined against the
original & certified
PP Farleys
a true copy
FARLEYS SOLICITORS LLP
BLACKBURN
29 4 14

THIS GUARANTEE AND DEBENTURE is made the 11th day of April 2014

BETWEEN:

- (1) **THE COMPANIES** named in Schedule 1, and
- (2) **JOHN ALEXANDER GREEN** and **SHELLEY JOY GREEN** both of Brantwood, Derby Road, Poulton-le-Fylde, Lancashire FY6 7AF (the "**Noteholders**")

AGREED TERMS

1 DEFINITIONS AND INTERPRETATION

1.1 Words and expressions defined in the Secured Loan Note Instrument shall bear the same meaning in this Guarantee and Debenture unless otherwise defined herein or unless the context otherwise requires

1.2 The definitions and rules of interpretation set out in this Clause apply to this Guarantee and Debenture

"Borrower" Brysdales Group Limited (registered number 08181164) whose registered office is at Brysdale House, Drumhead Road, Chorley North Business Park, Chorley, Lancashire PR6 7DE

"Business Day" any day on which banks generally are open for business in London

"Charging Company" each company listed in Schedule 1 and **"Charging Companies"** shall be construed accordingly

"Clearing Bank" any UK high street clearing bank or such other bank as the Noteholders may agree in writing

"Deed of Priority" the Deed of Priority of even date to be entered into between (1) HSBC Bank Plc (2) John Alexander Green and Shelley Joy Green and (3) Brysdales

"Environmental Law" any common, civil or criminal law, statute, regulation, rule, order, consent, decree, code of practice, circular, guidance notes and the like (whether in the United Kingdom or elsewhere) concerning the protection of human health or the environment or the conditions of the work place or the manufacture, storage, transportation, treatment or disposal of any Hazardous Substance.

"Hazardous Substance" any noise, odour or pollutant, or any flammable, combustible, explosive, infectious, corrosive, caustic, irritant, sensitizing, carcinogenic or radio-active material or hazardous or toxic waste, substance or material which a reasonably prudent person would regard as being or being likely to be dangerous or hazardous or likely to cause harm

"Obligor" the Borrower and each of the Charging Companies (and also any person which has or which will have any liability (actual or contingent) and whether alone or jointly with any other person and whether as principal debtor, guarantor or surety or otherwise (or as the equivalent obligor under the laws of any other jurisdiction) to the Noteholders for the payment or repayment of any amounts outstanding or capable of becoming outstanding under the Secured Loan Note Instrument)

"Planning Acts" the Town and Country Planning Act 1990 the Planning (Listed Building and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991 and all regulations made or taking effect as if made thereunder in each case as from time to time amended and re-enacted by subsequent legislation and regulations

"Receiver" a receiver and manager or (if the Noteholders so specifies in the instrument of appointment) a receiver and includes any substitute receiver and manager or receiver

"Secured Liabilities" all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or otherwise or as the equivalent obligor under the laws of any other jurisdiction) of each Obligor to the Noteholders in connection with the Secured Loan Notes in accordance with the Secured Loan Note Instrument together with

- (a) all costs, charges and expenses incurred by the Noteholders in connection with the protection, preservation or enforcement of its rights under the Secured Loan Note Instrument,
- (b) any refinancing, novation, refunding, deferral or extension of any of those obligations or liabilities,
- (c) any further advances and additional facilities which may be made by the Noteholders to any Obligor under any agreement expressed to be

supplemental to the Secured Loan Note Instrument and all interest, fees and costs in connection therewith,

- (d) any claim for damages or restitution in the event of rescission of any of those obligations or liabilities or otherwise in connection with the Secured Loan Note Instrument,
- (e) any claim against any Obligor flowing from the recovery by an Obligor of a payment or discharge in respect of any of those liabilities on grounds of preference or otherwise, and
- (f) any amounts which would be included in any of the foregoing but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings

"Secured Loan Note Instrument" the instrument entered into by the Borrower and each of the Charging Companies dated 11th April 2014 by which the Borrower created the Secured Loan Notes

"Secured Loan Notes" the Nil Rate Secured Loan Notes 2018 created by the Borrower pursuant to the Secured Loan Note Instrument

"Shares" any share together with all rights including dividends and other distributions, arising in relation thereto

1.3 Save where the contrary is indicated, any reference in this Guarantee and Debenture to

1.3.1 **"book debts"** **"stock-in-trade"** and **"work-in-progress"** shall be construed and shall be deemed to include all moneys becoming payable to a Charging Company in respect thereof under or by virtue of any policy of insurance taken out by it against the non-payment of book debts or the loss, damage or destruction of stock-in-trade or work-in-progress as the case may be and **"book debts"** shall be construed as a reference to all debts due to a Charging Company whether or not the sum is such as would in the ordinary course of business be entered in the books relating to such business and shall extend to and be deemed to include all bank deposits, royalties, fees and income of like nature in relation to intellectual property and all moneys becoming payable to a Charging Company in respect of debts due to or claims (including insurance claims) by that Charging Company notwithstanding that

the amount thereof shall not have been quantified at the time when the moneys hereby secured shall have become payable,

1 3 2 a “**company**” includes any body corporate,

1 3 3 “**intellectual property**” shall be construed as a reference to the property described in Clause 5 7,

1 3 4 “**mortgaged property**” shall be construed as a reference to the property described in Clauses 5 1 to 5 11 inclusive,

1 3 5 a “**person**” includes an individual, body corporate, partnership, government, state or agency of a state, in each case whether or not having separate legal personality,

1 3 6 “**stock-in-trade**” shall (without prejudice to the generality of such expression) be construed so as to include all materials wherever situated belonging to a Charging Company and used in or adapted or intended for use in the course of business both present and future

2 COVENANT TO PAY

Each Charging Company hereby as principal debtor and not merely as surety covenants with the Noteholders that it will pay or discharge the Secured Liabilities on the due date therefor in the manner provided in the Secured Loan Note Instrument

3 GUARANTEE AND INDEMNITY

Each Charging Company hereby irrevocably and unconditionally

3 1 guarantees to the Noteholders the due and punctual payment observance and performance of the Secured Liabilities owing by each other Obligor when and as the same shall become due,

3 2 as principal debtor undertakes to the Noteholders that if and each time that another Obligor shall be in default in the payment or performance of any of the Secured Liabilities, it will within seven days of a written demand from the Noteholders make good the default and pay all sums which may be payable in respect thereof as if it instead of such Obligor were the principal debtor in respect thereof, together with interest thereon at the rate per annum from time to time payable by such Obligor on such sums from the date when such sums

become payable by that Charging Company hereunder until the date of payment of such outstanding sum and

- 3 3 agrees as a primary obligation to indemnify the Noteholders from and against any loss incurred by the Noteholders in connection with the non-payment or non-performance of any of the Secured Liabilities owing by any other Obligor or as a result of any of the Secured Liabilities or the Secured Loan Note Instrument being or becoming void, voidable, unenforceable or ineffective as against any other Obligor for any reason whatsoever, whether or not known to the Noteholders or any other person, the amount of such loss being the amount which the person or persons suffering it would otherwise have been entitled to recover from such Obligor

4 **PRESERVATION OF RIGHTS**

4 1 **Rights Cumulative**

All obligations of each Charging Company herein contained and all rights, powers and remedies of the Noteholders expressed in this Guarantee and Debenture are in addition to and independent of every other security which the Noteholders may at any time hold in respect of any of the Obligors' respective obligations under the Secured Loan Note Instrument and in addition to all other rights, powers and remedies possessed by the Noteholders including, without limitation, those provided in the Secured Loan Note Instrument, by applicable law or in any other written instrument or agreement relating to any of that Charging Company's obligations or the mortgaged property. The obligations of each Charging Company herein contained shall constitute and be continuing obligations notwithstanding any settlement of account or other matter or thing whatsoever and in particular, but without limitation, shall not be considered satisfied by any intermediate payment or satisfaction of all or any of the obligations of any of the Obligors under the Secured Loan Note Instrument and shall continue in full force and effect until final and irrevocable payment in full of all the Secured Liabilities, total satisfaction of all the Obligors' respective actual and contingent obligations thereunder and termination of all lending commitments under the Secured Loan Note Instrument

4 2 Preservation of Rights and Obligations

Neither the obligations of any of the Charging Companies herein contained nor the rights, powers and remedies conferred in respect of any of the Charging Companies upon the Noteholders by the Secured Loan Note Instrument or this Guarantee and Debenture or by law shall be discharged, impaired or otherwise affected by

- 4 2 1 the winding-up or dissolution of any of the Obligors or any change in the status, function, control or ownership thereof,
- 4 2 2 any of the obligations of any of the Obligors under the Secured Loan Note Instrument being or becoming illegal, invalid, unenforceable or ineffective in any respect,
- 4 2 3 time or other indulgence being granted or agreed to be granted to any of the Obligors in respect of its obligations under the Secured Loan Note Instrument,
- 4 2 4 any amendment to, or any variation, waiver or release of any obligation of any of the Obligors under the Secured Loan Note Instrument,
- 4 2 5 any failure to take, or fully to take, any security contemplated by the Secured Loan Note Instrument or otherwise agreed to be taken in respect of any of the Obligors' respective obligations thereunder,
- 4 2 6 any failure to realise or fully to realise the value of, or any release, discharge, exchange or substitution of, any security taken in respect of any of the Obligors' respective obligations under the Secured Loan Note Instrument, or
- 4 2 7 any other act, event or omission which, but for this Clause 4, might operate to discharge, impair or otherwise affect any of the obligations of any Charging Company herein contained or any of the rights, powers or remedies conferred upon the Noteholders by the Secured Loan Note Instrument or by law

4 3 No Obligation on the Noteholders to Take Action

The Noteholders shall not be obliged before exercising any of the rights, powers or remedies conferred upon them in respect of any Charging Company by the Secured Loan Note Instrument or by law

- 4 3 1 to make any demand of any of the Obligors other than that required by the terms of the Secured Loan Note Instrument,
- 4 3 2 to take any action or obtain judgement in any court against any of the Obligors,
- 4 3 3 to submit, make or file any claim or proof in a winding-up or dissolution of any of the Obligors, or
- 4 3 4 to enforce or seek to enforce any other security taken in respect of any of the obligations of any of the Obligors under the Secured Loan Note Instrument

4 4 Waiver of Subrogation

Each Charging Company agrees that, so long as the Secured Liabilities have not been irrevocably and unconditionally paid in full or any of the Obligors is under any actual or contingent obligation under the Secured Loan Note Instrument, it shall not exercise any rights which it may at any time have by reason of performance by it of its obligations hereunder

- 4 4 1 to be indemnified by any of the Obligors, and/or
- 4 4 2 to claim any contribution from any other guarantor of any of the Obligors' obligations under the Secured Loan Note Instrument, and/or
- 4 4 3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Noteholders under the Secured Loan Note Instrument

and it shall forthwith pay or transfer as the case may be to the Noteholders an amount equal to the amount of any contribution or benefit (including without limitation any set-off) in fact exercised or obtained by it and in the meantime shall hold the same in trust for the Noteholders

4 5 Remedies and Waivers

No delay on the part of the Noteholders in exercising any right, power or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy

4 6 Amendments, Waivers

No amendment, modification or waiver of, or any consent with regard to, any provision of this Guarantee and Debenture shall in any event be effective unless the same shall be in accordance with the provisions of the Deed of Priority and otherwise in writing, and signed and delivered by the Noteholders and then such amendment, modification, waiver or consent shall be effective only in the specific instance for the purpose for which it was given

5 CHARGING CLAUSE

Each Charging Company with full title guarantee hereby charges with the payment and discharge to the Noteholders of all the Secured Liabilities (subject to the provisions of the Deed of Priority)

- 5 1 any freehold or leasehold property owned by it both present and future together with all present and future buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein,
- 5 2 all plant, machinery, vehicles and other equipment now or hereafter owned by it together with the benefit of any obligations and warranties given by the manufacturer or supplier of such plant, machinery or other equipment and the benefit of all maintenance agreements entered into between it and any other person in respect of such plant, machinery and other equipment,
- 5 3 any Shares owned by it,
- 5 4 all other shares and stock in the capital of any company which as at the date hereof or at any time hereafter is owned by it or in which it otherwise has an interest together in all cases with all rights arising in relation thereto,
- 5 5 the benefit of all present and future licences (statutory or otherwise) held in connection with its business or the user of any of the mortgaged property and the right to recover and receive all compensation which may at any time become payable to it in respect thereof,

- 5 6 all licences and patents (including applications and the rights to apply therefor), copyrights, rights in trademarks whether registered or not, trade names, rights in service marks whether registered or not, registered designs, know-how and rights in confidential information now or at any time belonging to it,
- 5 7 its goodwill and the uncalled capital both present and future,
- 5 8 the book debts due or owing to it both present and future,
- 5 9 all benefits in respect of all contracts and policies of insurance which are from time to time taken out by or (to the extent of such interest) in which it has an interest ,
- 5 10 its stock-in-trade and work-in-progress, prepayments, investments quoted on a recognised stock exchange and cash both present and future, and
- 5 11 its undertaking and all of its other property and assets both present and future

6 NATURE OF CHARGES

6 1 Fixed Charges

The charges on the property and assets described in Clauses 5 1 to 5 8 inclusive are created as fixed charges

6 2 Floating Charges

The charges on the property and assets described in Clauses 5 9 5 9 and 5 11 (and also on such of the said property and assets of each Charging Company both present and future as are otherwise not effectively charged hereunder by way of fixed charge) are created as floating charges until the provisions of Paragraph 14 of Schedule 2 hereto become operative when the floating charges shall crystallise and become fixed charges The charges created hereby shall be a continuing security and shall unless otherwise agreed in writing by the Noteholders be first charges

6 3 Qualifying Floating Charges

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charges created by this Guarantee and Debenture

7 INCORPORATION OF CONDITIONS

This Guarantee and Debenture is issued subject to and with the benefit of the conditions set out in Schedule 2 hereto

8 REPRESENTATIONS AND WARRANTIES

8.1 Each Charging Company represents and warrants to the Noteholders that

8.1.1 it is a corporation duly incorporated and validly existing under the laws of England and Wales with power to enter into the Secured Loan Note Instrument and to exercise its rights and perform its obligations thereunder and all corporate and other action required to authorise its execution of the Secured Loan Note Instrument and any other document or instrument executed or delivered or to be executed or delivered by it thereunder and performance of its obligations thereunder has been duly taken,

8.1.2 the Secured Loan Note Instrument constitutes legal, valid and binding obligations on it enforceable in accordance with its terms,

8.1.3 the execution and delivery by it of the Secured Loan Note Instrument and the performance by it of its obligations thereunder will not contravene any existing law, statute, rule, regulation, judgement, decree or permit or its Memorandum or Articles of Association and all acts, conditions and things required to be done, fulfilled and performed in order

8.1.3.1 to enable it lawfully to enter into, exercise its rights under and perform the obligations expressed to be assumed by it in the Secured Loan Note Instrument, and

8.1.3.2 to ensure that the obligations expressed to be assumed by it in the Secured Loan Note Instrument are legal, valid and binding have been undertaken,

8.1.4 its obligations hereunder will on a liquidation or winding up rank in priority to all its other obligations except obligations which have priority in accordance with the terms of the Deed of Priority or by operation of law applicable generally to companies incorporated in England and Wales,

- 8 1 5 all authorisations, approvals, consents, licences, exemptions, filings, registrations and other matters required by it in connection with the entry into by it of the Secured Loan Note Instrument and the exercise by it of its rights thereunder and the performance by it of its obligations thereunder and in connection with the validity and enforceability of the Secured Loan Note Instrument have been obtained or effected and are in full force and effect,
- 8 1 6 the Secured Loan Note Instrument validly creates the security interests which it purports to create and validly evidences any security interest which it purports to evidence,
- 8 1 7 the Shares charged by it comprise the whole of the shares in any company legally or beneficially owned by it,
- 8 1 8 no litigation, arbitration or administrative proceedings are current or pending or, to its knowledge, threatened against it,

9 CONFLICT

In the case of any conflict between the terms of this Guarantee and Debenture and the Secured Loan Note Instrument, the terms of the Secured Loan Note Instrument shall prevail

10 DEED OF PRIORITY

- 10 1 This Guarantee and Debenture is subject to the terms of the Deed of Priority
- 10 2 In the event of any conflict between the Deed of Priority and this Guarantee and Debenture, the provisions of the Deed of Priority shall prevail

11 PARTIAL INVALIDITY

If at any time any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby

12 NOTICES

12 1 Notices in Writing

Each communication to be made hereunder shall be made in writing but, unless otherwise stated, may be made by fax or letter

12 2 Address for Notice

Any communication or document to be made or delivered by one person to another pursuant to this Guarantee and Debenture shall (unless that one person has by 10 Business Days written notice to the other person specified another address) be made or delivered to that other person at the respective address or fax number

12 3 The addresses of the Charging Companies and Noteholders are given below

12 3 1 The Charging Companies

In the case of each Charging Company, at the registered office of the relevant Charging Company from time to time

12 3 2 The Noteholders

John Alexander Green and Shelley Joy Green both of Brantwood, Derby Road, Poulton-le-Fylde, Lancashire FY6 7AF

12 4 Deemed Receipt

Any notice or other communication shall be deemed to have been received

12 4 1 in the case of a written notice given by hand, on the day of actual delivery, and

12 4 2 if posted, on the second Business Day following the day on which it was despatched by first class mail postage prepaid

provided that a notice given in accordance with the above but received on a day which is not a Business Day or after normal business hours in the place of receipt shall only be deemed to have been received on the next Business Day

13 COUNTERPARTS

This Guarantee and Debenture may be signed in any number of counterparts and by different parties to this Guarantee and Debenture on separate counterparts Each of

such counterparts shall, when executed and delivered to the Noteholders constitute one and the same instrument

14 GOVERNING LAW

This Guarantee and Debenture shall be governed by and construed in accordance with English law

15 RIGHTS OF THIRD PARTIES

Unless expressly provided to the contrary in the Secured Loan Note Instrument a person who is not a party to this Guarantee and Debenture may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999

IN WITNESS whereof this Guarantee and Debenture has been executed by each of the Charging Companies and the Noteholders as a deed the day and year first above written

SCHEDULE 1
The Charging Companies

NAME	REGISTERED NUMBER
Brysdales Group Limited	08181164
Brysdales H Limited	05963802
Brysdales Limited	01016437
Dexion Direct Limited	08183451
Dexion North-West Limited	04773763

SCHEDULE 2

Conditions

1 DEPOSIT OF DEEDS AND DOCUMENTS OF TITLE

Subject to the rights of any prior mortgagee each Charging Company shall (if required by the Noteholders) deposit with the Noteholders and the Noteholders shall during the continuance of this security be entitled to hold and retain all deeds and documents of title relating to the mortgaged property together with all policies and certificates relating to the mortgaged property (if any)

2 RECORDS

Each Charging Company shall keep at its registered office records concerning the mortgaged property, which shall be of such character as to enable the Noteholders to determine at any time the status of the mortgaged property. Each Charging Company shall maintain its books and records in a manner such that the name and address of its debtors and the outstanding amount of its book debts at any time (net of or subject to all claims, counterclaims, reductions, set-offs, returns, adjustments or other allowances) shall be accurately reflected on such books and records. Each Charging Company shall permit representatives of the Noteholders to inspect and take extracts of such books and records, at its expense and on reasonable prior written notice or will furnish copies of such books and records to the Noteholders at its reasonable request.

3 FURTHER CHARGES

Each Charging Company shall forthwith if and when called upon by the Noteholders so to do execute in favour of the Noteholders or as the Noteholders shall direct such legal or other mortgages, charges or assignments as the Noteholders shall require of and on all that Charging Company's estate and interest in the any mortgaged property to secure all principal and other moneys intended to be hereby secured. Such mortgages or charges shall be prepared by or on behalf of the Noteholders at the cost of the Noteholders and be in such form as the Noteholders may reasonably require.

4 LEASES

Each Charging Company shall pay the rents reserved by and perform and observe all the covenants, agreements and stipulations on the part of the lessee contained in any lease or leases of the mortgaged property and shall not do or suffer to be done any act or thing whereby the said lease or leases may become liable to forfeiture or otherwise be determined nor shall it agree, accept, suffer or permit any alteration, variation or addition to the terms of such lease or leases without the prior written consent of the Noteholders (such consent not to be unreasonably withheld or delayed)

5 CERTIFICATES, SCHEDULES AND REPORTS

Each Charging Company shall from time to time, as the Noteholders may reasonably request and prior to enforcement of this Guarantee and Debenture deliver to the Noteholders the following

- 5 1 a report, in printed format, identifying each book debt subject to the security hereby granted by it (such report to include the name and address of the relevant debtors, the amount owing by each debtor and the date on which the obligation of each debtor was incurred), and
- 5 2 such additional schedules, certificates and reports relating to all or any part of the mortgaged property as the Noteholders may reasonably request, each in a form specified by and satisfactory to the Noteholders

All of the documents referred to above shall be signed on behalf of the Charging Company delivering the same by an officer of that Charging Company with the power to sign on its behalf and shall be in such form and detail as the Noteholders (acting reasonably) may specify

6 PAYMENTS

Each Charging Company shall as and when the same become payable pay all taxes, rates, duties, charges, assessments and outgoings whatsoever (whether parliamentary, parochial, local or of any other description) which shall be assessed, charged or imposed upon or payable in respect of the mortgaged property owned by it or any part thereof and shall punctually pay all licence fees, duties, registration charges and all outgoings of whatsoever nature in respect of the intellectual property owned by it and shall at all times on demand produce or cause to be produced to the Noteholders or his authorised agents the receipts for such payments and in default

thereof it shall be lawful (but not obligatory) for the Noteholders to pay and discharge such sums which at any time may be or become due, assessed or payable in respect of such mortgaged property or such intellectual property and that Charging Company shall repay the same to the Noteholders on demand

7 AFTER-ACQUIRED PROPERTY

Upon the acquisition or purchase by any Charging Company from time to time of any freehold or leasehold property it shall forthwith notify the Noteholders in writing

8 USE OF PREMISES

Each Charging Company shall use the mortgaged property owned by it only for such purpose or purposes as may for the time being be authorised as the permitted use or user thereof under or by virtue of the Planning Acts

9 DEVELOPMENT

No Charging Company shall carry out any development within the meaning of the Planning Acts in or upon the mortgaged property or any part thereof without first obtaining such permission as may be required under or by virtue of the Planning Acts

10 NOTICES

Each Charging Company shall within seven days after the receipt of any notice or order given, issued or made to it by a planning authority under or by virtue of the Planning Acts give full particulars thereof to and if so required by the Noteholders produce the same to the Noteholders and also without delay and at that Charging Company's own cost take all reasonable or necessary steps to comply with any such notice or order and shall also at the request of the Noteholders and at that Charging Company's own cost make or join with the Noteholders in making such objections or representations against or in respect of any such notice or order as the Noteholders shall deem expedient

11 ORDERS AND PERMISSIONS

Each Charging Company shall forthwith produce to the Noteholders the original of any order, direction, requisition, permission, notice or any matter whatsoever adversely affecting or likely adversely to affect in any material respect the intellectual property and served upon it by any third party and shall forthwith and at its own cost comply with the same and shall if so required by the Noteholders and at that

Charging Company's own cost make or join in making such objections or representations against or in respect of the contents of any such document as the Noteholders shall deem expedient in order to protect its security hereunder

12 ENVIRONMENTAL MATTERS

12.1 Compliance

Each Charging Company shall comply with all Environmental Law to which it is subject and with any licence or approval relating thereto and shall obtain and maintain in full force and effect all such licences and approvals as are necessary or desirable or would be obtained by prudent companies with similar assets or carrying on similar businesses

12.2 Notification of Contaminated Land

Each Charging Company shall notify the Noteholders promptly on becoming aware that any of the mortgaged property is or is likely to be identified as contaminated land or as a special site by any competent authority exercising statutory or designated powers

12.3 Notices and Orders

Each Charging Company shall within seven days after receipt of any notice or order given, issued or made to it in relation to Environmental Law give full particulars thereof to the Noteholders and also without delay and at that Charging Company's own cost take all reasonable and necessary steps to comply with any such notice or order and shall also at the request of the Noteholders and at that Charging Company's own cost make or join with the Noteholders in making such objections or representations against or in respect of such notice or order as the Noteholders shall deem expedient

13 THE SHARES

13.1 Dividends

All dividends paid or payable in respect of the Shares may, until the security constituted hereby becomes enforceable, be paid directly to the Charging Company, which has charged the same. Nothing in this Guarantee and Debenture shall prevent or restrict that Charging Company from using or applying any dividends so paid to it in such manner as it deems fit

13 2 Registration of Noteholders or its Nominees

- 13 2 1 Subject to the rights of any prior mortgagee, and if so requested by the Noteholders, all certificates and other documents of title to the Shares shall forthwith be deposited with or to the order of the Noteholders in such manner as the Noteholders shall require
- 13 2 2 Subject to the rights of any prior mortgagee, and if so requested by the Noteholders, each Charging Company shall forthwith deliver to the Noteholders duly executed share transfers in respect of the Shares owned by it so enabling those Shares to be transferred to the Noteholders or the Noteholders' nominees (the "Nominees") in such proportion as the Noteholders may request, if so required by the Noteholders
- 13 2 3 Each such Charging Company shall at the same time as delivering such share transfer in accordance with paragraph 13 2 2 aforesaid, deliver to the Noteholders a copy, certified by a Director or the Secretary of that Charging Company as true and in full force and effect, of a resolution of the Board of Directors (or of a duly appointed committee thereof) of the company which issued the Shares in form and substance satisfactory to the Noteholders approving such transfers and resolving that the Noteholders and/or the Nominees (as the case may be) be entered on the register of members of that company as holders of the Shares to which such transfers relate in the proportion specified above and that new share certificates in respect of such Shares in favour of the Noteholders and/or the Nominees (as the case may be) be issued accordingly The relevant Charging Company undertakes to procure that on demand by the Noteholders the transferees will accordingly be entered in the register of members of the company which issued the Shares forthwith and that the new share certificates referred to above will also be issued accordingly

14 ENFORCEMENT OF SECURITY AND CONVERSION OF FLOATING CHARGE

14 1 Enforcement of Security

The Secured Liabilities shall become due and payable, the security constituted by this Guarantee and Debenture shall become enforceable, all

rights of each Charging Company to deal for any purpose whatever with the mortgaged property or any part thereof shall forthwith cease and the floating charges shall forthwith crystallise and become fixed charges immediately on the happening of any of the following events

- 14 1 1 any step is taken (including, without limitation, the making of an application or the giving of any notice) by any Charging Company or by any other person to appoint an administrator in respect of any Charging Company,
- 14 1 2 any floating charge now or in the future created by any Charging Company in favour of any person other than the Noteholders becomes enforceable,
- 14 1 3 the ceasing by any Charging Company of its business or a substantial part thereof, or
- 14 1 4 an "Event of Default" (as set out in clause 3 2 of the Secured Loan Note Instrument), occurs or is continuing

14 2 Conversion of Floating Charge

The Noteholders may at any time by notice to any Charging Company convert the floating charges granted by that Charging Company into a fixed charge as regards any assets specified in such notice if

- 14 2 1 An Event of Default occurs or is continuing,
- 14 2 2 the Noteholders reasonably considers that any of the assets may be in jeopardy of being seized or sold pursuant to any form of legal process, or
- 14 2 3 the Noteholders reasonably considers that it is desirable in order to protect the priority of the security

15 APPOINTMENT OF ADMINISTRATOR

At any time after the security constituted by this Guarantee and Debenture shall have become enforceable the Noteholders may without further notice appoint in writing under its hand any person or persons to be an administrator of any Charging Company

16 APPOINTMENT AND REMOVAL OF RECEIVER

16 1 Appointment of Receiver

At any time after the security constituted by this Guarantee and Debenture shall have become enforceable or at the request of the Charging Company in respect of which the appointment is to be made the Noteholders may without further notice appoint in writing under its hand any person or persons to be a Receiver or Receivers of all or any part of the mortgaged property in like manner in every respect as if the Noteholders had become entitled under the Law of Property Act 1925 to exercise the power of sale thereby conferred and every Receiver so appointed shall have and be entitled to exercise all powers conferred by the said Law of Property Act as if such Receiver had been duly appointed thereunder and in particular by way of addition to, but without hereby limiting any general powers hereinbefore referred to, every such Receiver so appointed shall have the powers hereinafter referred to. If at any time there is more than one Receiver, each such Receiver shall be entitled to exercise all of the powers conferred upon a Receiver under this Guarantee and Debenture individually and to the exclusion of each other Receiver.

16 2 Removal of Receiver

The Noteholders may from time to time by writing under its hand remove any Receiver appointed by it (but in the case of an administrative receiver such removal shall only be with the sanction of the court) and may whenever it may deem it expedient appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated and may from time to time fix the remuneration of any Receiver appointed by it.

17 POWERS OF RECEIVER

Any Receiver appointed hereunder may without further notice exercise all or any of the following powers in relation to the Charging Company in respect of which he has been appointed:

17 1 take immediate possession of, get in and collect the mortgaged property or any part thereof,

17 2 carry on the business of that Charging Company and for that purpose or for the purpose of exercising any of the other powers granted to him by this Guarantee and Debenture or by law, make advances and borrow or raise money and secure the same by mortgage or charge in priority or subsequent

to the moneys and interest secured by this Guarantee and Debenture or otherwise as may be thought expedient and carrying interest at such rate as he may consider necessary,

- 17 3 make and effect all repairs and insurances and do all other acts which that Charging Company might do in the ordinary conduct of its business as well for the protection as for the improvement of the mortgaged property,
- 17 4 appoint managers, officers, agents, accountants, clerks, employees, workmen and others for the aforesaid purposes upon such terms as to remuneration or otherwise as he may think proper,
- 17 5 sell, convert into money and realise all or any part of the mortgaged property or the fixed plant and machinery and other fixtures and fittings in or upon the mortgaged property or any part thereof by public auction or private contract and generally in such manner and on such terms and conditions as he shall think proper,
- 17 6 let all or any part of the mortgaged property for such term and date and at such rent as he may think proper and accept a surrender of any lease or tenancy thereof,
- 17 7 compromise any claim by or against that Charging Company,
- 17 8 call up all or any portion of any uncalled capital of that Charging Company,
- 17 9 give valid receipts for all moneys and execute all assurances and things which may be proper or desirable for realising the mortgaged property,
- 17 10 use the name of that Charging Company for all or any of the purposes aforesaid and in any legal proceedings with full power to convey any property sold in the name of that Charging Company for all of which purposes that Charging Company hereby irrevocably appoints every such Receiver to be its attorney,
- 17 11 affix the common seal of that Charging Company to, or otherwise execute as a deed of that Charging Company, any deed and otherwise exercise those powers vested by the articles of association of that Charging Company in its directors, and
- 17 12 establish any new company whether or not a subsidiary of that Charging Company and transfer to such new company the whole or any part of the business or the property of that Charging Company

In addition to the above powers an administrative receiver may exercise all the powers conferred upon him by Schedule 1 to the Insolvency Act 1986

18 SALE

Section 103 of the Law of Property Act 1925 shall not apply to this Guarantee and Debenture nor to any sale by the Noteholders or a Receiver thereunder and the powers conferred upon a mortgagee by section 101 of the Law of Property Act 1925 shall, as between the Noteholders or such Receiver and a purchaser from the Noteholders or such Receiver, be exercisable at any time after the execution of this security provided that the Noteholders shall not exercise any of the said powers until payment of the moneys hereby secured shall have become due or a Receiver has been appointed hereunder but this proviso shall not affect a purchaser or put him upon enquiry whether such moneys have become due or such appointment has been made

19 OBLIGATIONS OF THE CHARGING COMPANIES TO REPAIR AND INSURE

19 1 Repair

Each Charging Company shall keep all buildings forming part of the mortgaged property and all plant, machinery, works, fixtures, fittings, implements, tools and other effects thereon and therein in no worse state of repair and condition than as at the date hereof (fair wear and tear excepted) and shall perform and observe all covenants and stipulations restrictive or otherwise affecting the mortgaged property

19 2 Insurance

Each Charging Company shall insure and keep insured its mortgaged property and such other parts of its mortgaged property as are of an insurable nature against such risks and in such sum as shall from time to time be determined appropriate by its directors. Such insurance shall be effected with a reputable insurance office and each Charging Company shall duly pay the premiums and other sums of money payable in respect of any such insurance. All moneys which may at any time hereafter be received or receivable under any insurance in respect of the mortgaged property whether or not effected pursuant to the foregoing provision shall be applied in replacing, restoring or reinstating the property destroyed or damaged or in repayment of the moneys hereby secured

20 LEASEHOLD PREMISES

In respect of any leasehold properties forming part of the mortgaged property the Noteholders will accept performance of the obligations to repair and insure imposed by the leases relating thereto as performance or part performance of the similar obligations imposed by Conditions 19.1 and 19.2 hereof and if the relevant Charging Company is unable to produce any policy or the receipt for any premium by reason of the same being in the possession of any landlord it shall be sufficient compliance with the foregoing covenant for production of the said policy or receipt if that Charging Company produces to the Noteholders satisfactory evidence of the subsistence of the paid policy or receipt

21 REGISTRATION OF TITLE FURTHER ADVANCES AND OF RESTRICTION

21.1 Registration of Restriction

In respect of any registered title(s) in England and Wales against which this Guarantee and Debenture may be noted, the Charging Company which has charged the same shall apply forthwith to the Chief Land Registrar for a restriction completed in substantially the following terms to be entered on the Register of Title relating thereto

"No disposition or dealing by the proprietor of the registered estate is to be registered without a written consent signed on behalf of the proprietor for the time being of the Guarantee and Debenture dated 11th day of April 2014 between Brysdales Group Limited (Company Registration No 08181164), Brysdales H Limited (Company Registration No 05963802), Brysdales Limited (Company Registration No 01016437), Dexion Direct Limited (Company Registration No 08183451) and Dexion North-West Limited (Company Registration No 04773763) (1) and John Alexander Green and Shelley Joy Green (2) "

21.2 Registration of Title

No Charging Company shall without the previous written consent of the Noteholders register any person or cause or permit any person to be registered under the Land Registration Act 2002 and any subsequent Land Registration Acts and any regulations or orders made thereunder as the proprietor of its interest in the mortgaged property or any part thereof and the costs of entering a caution against such registration shall be deemed to be

costs properly incurred by the Noteholders under this Guarantee and Debenture

- 21 3 The obligation on the part of the Noteholders is deemed to be incorporated in this Composite Guarantee and Debenture and the Charging Company applies to the Chief Land Registrar for a note of such obligation to be entered on the Register of Title of all present and future registered freehold and leasehold property of the Charging Companies

22 PROCEEDINGS AFFECTING PREMISES

Each Charging Company shall in the event of a notice being served affecting the mortgaged property or any part thereof or in the event of any proceedings being commenced affecting the same immediately give full details thereof to the Noteholders

23 EXCLUSION OF LEASING POWERS

No Charging Company shall without the previous written consent of the Noteholders grant or agree to grant any lease or tenancy of the mortgaged property or any part thereof or accept or agree to accept a surrender of any lease or tenancy thereof or agree, accept, suffer or permit any alteration, variation or addition to the terms of such lease or tenancy

24 POWER OF ENTRY

In the case of default by any Charging Company in repairing or keeping in repair or insuring the mortgaged property or any part thereof or in observing or performing any of the covenants or stipulations affecting the same it shall permit the Noteholders to enter on the mortgaged property and comply with or object to any notice served on it in respect of the mortgaged property, effect such repairs or insurance or generally do all such acts and pay all such costs, charges and expenses as the Noteholders may consider necessary to prevent or remedy any breach of covenant or stipulation or to comply with or object to any such notice

25 FURTHER ASSURANCE

Each Charging Company shall from time to time execute and do all such assurances and things as the Noteholders may reasonably require to perfect the security hereby constituted including, without prejudice to the foregoing generality, the pledging, endorsement and delivery of any promissory note or other instrument evidencing any

book debt, and after the Secured Liabilities shall have become due and payable shall execute and do all such assurances and things as the Noteholders may reasonably require for facilitating the realisation of the mortgaged property or any part thereof and for exercising all powers, authorities and discretions hereby or by law conferred on the Noteholders or any Receiver appointed by the Noteholders. Each Charging Company hereby irrevocably appoints the Noteholders to be its attorney in its name and on its behalf to execute and do assurances and things which it ought to execute and do hereunder including without prejudice to the foregoing generality

- 25 1 to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the mortgaged property,
- 25 2 to receive, endorse and collect any drafts or other instruments or documents, in connection with any book debts due,
- 25 3 to file any claims or take any action or institute any proceedings which the Noteholders may deem necessary or desirable for the collection of any of the mortgaged property or otherwise to enforce the rights of the Noteholders with respect to any of the mortgaged property, and
- 25 4 to perform its obligations hereunder and generally to use its name in the exercise of all or any of the powers hereby conferred on the Noteholders or any Receiver appointed by the Noteholders and that Charging Company hereby expressly authorises the Noteholders to delegate all or any of the powers hereby conferred upon it to any Receiver appointed by it or to such other person or persons as it may reasonably think fit

26 APPLICATION OF RECEIPTS

All moneys received under the powers hereby conferred shall subject to the repayment of any claims having priority to this Guarantee and Debenture be applied for the following purpose and in the following order of priority

- 26 1 in satisfaction of all costs, charges and expenses properly incurred and payments properly made by the Noteholders or any Receiver appointed hereunder and of all remuneration due hereunder with interest on such costs, charges, expenses and payments as hereinafter provided in such order as the Noteholders shall in its absolute discretion decide,
- 26 2 in satisfaction of the Secured Liabilities and whether principal or interest in such order as the Noteholders shall decide, and

26 3 the surplus (if any) shall be paid to the person or persons entitled thereto

27 RECEIVER'S LIABILITY

The Noteholders shall not nor shall any Receiver appointed as aforesaid by reason of its or the Receiver's entering into possession of the mortgaged property or any part thereof be liable to account as mortgagee in possession or be liable for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable but every Receiver duly appointed by the Noteholders under the powers in that behalf hereinbefore contained shall be deemed to be the agent of the Charging Company for all purposes and shall as such Noteholders for all purposes be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Law of Property Act 1925 and the Noteholders and every such Receiver shall be entitled to all the rights, powers, privileges and immunities conferred by the said Act on mortgagees and receivers when such receivers have been duly appointed under the said Act

28 PROTECTION OF PURCHASER

No purchaser, mortgagee or other person or company dealing with the Noteholders or any Receiver or its or his agents shall be concerned to enquire whether the moneys hereby secured have become payable or whether the power which such Receiver is purporting to exercise has become exercisable or whether any money remains due on this Guarantee and Debenture or to see to the application of any money paid to the Noteholders or to such Receiver

29 COSTS AND EXPENSES

All costs, charges and expenses incurred and all payments made by the Noteholders or any Receiver appointed hereunder in the lawful exercise of the powers hereby conferred whether or not occasioned by any act, neglect or default of any Charging Company shall carry interest from the date of the same being incurred or becoming payable at the rate of 4% per annum above the base rate of the HSBC Bank plc from time to time and the amount of all such interest thereon and all remuneration payable hereunder shall be payable by the Charging Companies jointly and severally on demand and shall be an additional charge on the mortgaged property All such costs, charges, expenses and payments shall be paid and charged as between the Noteholders and the Charging Companies on the basis of a full indemnity and not on the basis of a party and party or any other kind of taxation The remuneration of the Receiver shall be such as may be agreed between him and the Noteholders

30 **INDEMNITY**

The Noteholders and every receiver, attorney, manager, agent or other person appointed by the Noteholders hereunder shall be entitled to be indemnified out of the mortgaged property in respect of all liabilities and expenses incurred by them or him in the execution or purported execution of any of the powers, authorities or discretions vested in them or him pursuant to these conditions (other than in respect of such persons' own wilful default or gross negligence), and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the mortgaged property and the Noteholders and any such Receiver may retain and pay all sums in respect of the same out of any moneys received under the powers hereby conferred

31 **CONSOLIDATION**

The restriction on the right of consolidating mortgage securities which is contained in section 93 of the Law of Property Act 1925 shall not apply to this security

32 **AVOIDANCE OF PAYMENTS**

No assurance, security or payment which may be avoided under sections 238-245 of the Insolvency Act 1986 or under any other enactment relating to insolvency, bankruptcy or liquidation (or under any similar legislation binding on any Charging Company in a jurisdiction other than England and Wales), and no release, settlement or discharge given or made by the Noteholders on the faith of any such assurance, security or payment, shall prejudice or affect the right of such persons to enforce the security created by or pursuant to this Guarantee and Debenture in respect of the full extent of the moneys intended to be hereby secured. The Noteholders shall be at liberty in its absolute discretion to retain the security so created as security for the Secured Liabilities for a period of twenty-five months after the Secured Liabilities and the other moneys hereby secured shall have been paid in full, notwithstanding any release, settlement, discharge or arrangement given or made by the Noteholders on, or as a consequence of, such termination of liability. If at any time within the period of twenty-five months after such termination a petition shall be presented to a competent court for an order for the winding up or for the making of any administration order (or anything analogous thereto) in relation to any of the Obligor or any of the Obligor shall commence to be wound up voluntarily, or an application shall be made to such a court for the reduction of any such assurance, security or payment, the Noteholders shall be at liberty, notwithstanding as aforementioned, to

continue to retain such security or any part thereof for and during such further period as it in its absolute discretion shall determine. Each Charging Company agrees that such security shall be deemed to have been and to have remained held by the Noteholders as and by way of security for the payment to it of all or any sums which may become due and owing to it in respect of the Secured Liabilities and/or other moneys hereby secured.

33 RESTRICTIONS ON DEALING

Save with the prior written consent of the Noteholders, no Charging Company shall

- 33.1 create any encumbrance over all or any part of its present or future revenues or assets except as permitted and regulated by the Deed of Priority, or
- 33.2 (disregarding sales of stock in trade in the ordinary course of business) sell, lease, transfer or otherwise dispose of, by one or more transactions or series of transactions (whether related or not) the whole or any part of its revenues or its assets.

EXECUTED AS A DEED (but not
delivered until the date hereof) by
BRYSDALES GROUP LIMITED,
acting by **ELIZABETH PORTER**
- a Director in the presence of -

E. Porter

WITNESS SIGNATURE

NAME *Deborah Anne King*

ADDRESS

OCCUPATION *Solicitor*

[Signature]

FARLEYS SOLICITORS LLP
UNIT C1, HURSTWOOD COURT
DUTTONS WAY
SHADSWORTH BUSINESS PARK
BLACKBURN
BB1 2QR

EXECUTED AS A DEED (but not
delivered until the date hereof) by
BRYSDALES H LIMITED,
acting by **ELIZABETH PORTER**
- a Director in the presence of -

E. Porter

WITNESS SIGNATURE

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ADDRESS

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[Signature]

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EXECUTED AS A DEED (but not
delivered until the date hereof) by
BRYSDALES LIMITED,
acting by **ELIZABETH PORTER**
- a Director in the presence of -

E. Porter

WITNESS SIGNATURE

NAME *Deborah Anne King*

ADDRESS

OCCUPATION *Solicitor*

[Signature]

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EXECUTED AS A DEED (but not
delivered until the date hereof) by
DEXION DIRECT LIMITED,
acting by **ELIZABETH PORTER**
- a Director in the presence of -

E. Porter

WITNESS SIGNATURE

NAME

Deborah Anne King

ADDRESS

OCCUPATION

Solicitor

FARLEYS SOLICITORS LLP
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EXECUTED AS A DEED (but not
delivered until the date hereof) by
DEXION NORTH-WEST LIMITED,
acting by **ELIZABETH PORTER**
- a Director in the presence of -

E. Porter

WITNESS SIGNATURE

NAME

Deborah Anne King

ADDRESS

OCCUPATION

Solicitor

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