

DATED

1 March.

2007

Milands Limited (1)

Peter Engel and Simon Kirkhope (Liquidators) (2)

Uplands Retail Holdings Limited (3)

Patrick Gerard Fitzgerald (4)

Raymond John Kenny (5)

Michael Joseph Fitzpatrick (6)

Allotment Agreement

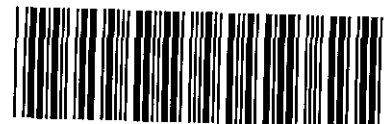
WE CERTIFY THAT
THIS IS A TRUE COPY
OF ITS ORIGINAL

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COMPANIES HOUSE

THIS AGREEMENT is made 1 March 2007

BETWEEN

- (1) **MILANDS LIMITED** (Company Number 04863609) in liquidation, whose registered office is at Milands House, Rock Road, Keynsham, Bristol BS31 1BP ("Milands");
- (2) **PETER WILLIAM ENGEL** and **SIMON KIRKHOPE** both of Solomon Hare of Oakfield House, Oakfield Grove, Clifton, Bristol, BS8 2BN, its liquidators (acting without personal liability and either on a joint or several basis as agents for Milands) ("the Liquidators");
- (3) **UPLANDS RETAIL HOLDINGS LIMITED** (Company number 06001120) whose registered office is at Orchard Court, Orchard Lane, Bristol, BS1 5WS ("Uplands Newco")
- (4) **PATRICK GERARD FITZGERALD** of 14 Orchard Close, Winterbourne, Bristol BS36 1BF ("Mr Fitzgerald")
- (5) **RAYMOND JOHN KENNY** of Yewcroft, 2 Long Street, Wotton-under-Edge, Gloucestershire GL12 7EP ("Mr Kenny")
- (6) **MICHAEL JOSEPH FITZPATRICK** of The Old Chapel, Upper Stanton Drew, Bristol BS39 4EJ ("Mr Fitzpatrick")

together Mr Fitzgerald, Mr Kenny and Mr Fitzpatrick are the A shareholders of Milands ("the Shareholders").

BACKGROUND

- (1) By a deed ("the Deed of Reconstruction") of even date and made between (1) Milands; (2) the Liquidators; (3) Uplands Newco and (4) Micra Enterprises Limited (5) Uplands Retail Limited (6) Micra Interiors Limited (7) Micra Contracts Limited (8) the Shareholders and (9) the Micra Shareholders, it was provided that, as part of the consideration for the transfer of the Uplands Assets (details of which are set out in Schedule 2) to Uplands Newco, Uplands Newco should (i) issue to the Shareholders (at the direction of the Liquidators) fully paid-up shares in Uplands Newco; and (ii) credit as fully paid up its subscriber share.
- (2) The Shareholders have assented to the above-mentioned transfer and are entitled to the number of fully paid up shares in Uplands Newco set out opposite to their respective names in the Schedule 1.
- (3) The Liquidators have directed Uplands Newco to allot (or credit as being fully paid) to the Shareholders the number of fully paid up shares to which they are respectively entitled under the Deed of Reconstruction.

IT IS AGREED as follows:

1 Agreement for allotment

- 1.1 In accordance with the Deed of Reconstruction and in consideration of the transfer of the Uplands Assets (details of which are set out at Schedule 2), Uplands Newco shall forthwith allot to each of the Shareholders (or in the case of the 1 subscriber share held by Mr Fitzgerald credit as being fully paid) the number of fully paid up shares in the capital of Uplands Newco set opposite his name in the second column of Schedule 1.
- 1.2 The allotment shall be in satisfaction of the allotment provided for in the Deed of Reconstruction.

2 Filing of agreement with the Registrar of Companies

Uplands Newco shall file a certified copy of this agreement with the Registrar of Companies, in accordance with the Companies Act 1985 Section 88, within the prescribed time.

3 The Liquidators

The Liquidators have entered into this agreement as liquidators of Midlands. The Liquidators shall incur no personal liability (except in relation to wilful default or gross negligence by the Liquidators in the performance of any of their obligations under this agreement) as the result of any failure on the part of Midlands under this agreement.

This Agreement has been signed on the date appearing at the top of page 1.

SCHEDULE 1

Names of assenting shareholders	Number of shares
Patrick Fitzgerald	100*
Raymond Kenny	100
Michael Fitzpatrick	100

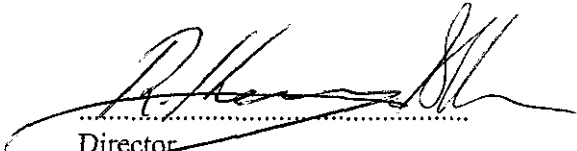
*99 shares shall be allotted and the subscriber share held by Patrick Fitzgerald shall be credited as being fully paid.

SCHEDULE 2

The Uplands Assets

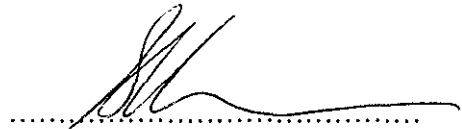
The entire issued share capital in Uplands Retail Limited ("Uplands") together with all the undertaking, goodwill and assets associated with such shares or the business of Uplands ("Uplands Business") all other rights, privileges or benefits (if any) now owned by Midlands which directly or indirectly relate to the Uplands Business, Uplands or the Shareholders save to the extent that the same are otherwise dealt with in the express terms of the Deed of Reconstruction.

Signed for and on behalf of
MILANDS LIMITED



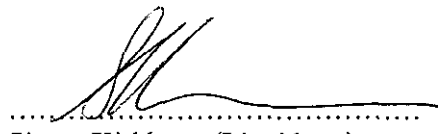
Director

Signed by **SIMON KIRKHOPE**
under a power of attorney for
PETER WILLIAM ENGEL
(without personal liability)



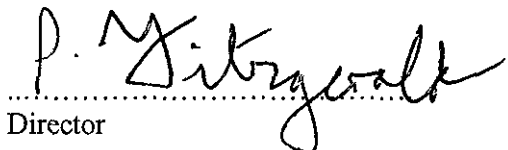
Simon Kirkhope as attorney for Peter Engel
(Liquidator)

Signed by **SIMON KIRKHOPE**
(without personal liability)



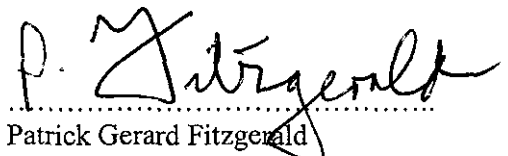
Simon Kirkhope (Liquidator)

Signed for and on behalf of
UPLANDS RETAIL HOLDINGS LIMITED



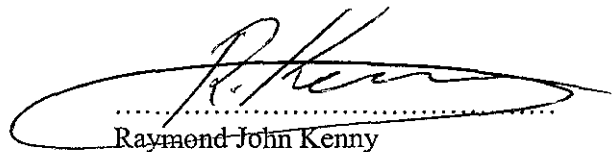
Director

Signed by **PATRICK GERARD FITZGERALD**



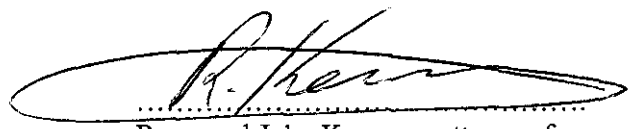
Patrick Gerard Fitzgerald

Signed by **RAYMOND JOHN KENNY**



Raymond John Kenny

Signed by **RAYMOND JOHN KENNY**
under a power of attorney for
MICHAEL JOSEPH FITZPATRICK



Raymond John Kenny as attorney for
Michael Joseph Fitzpatrick