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COMPANIES FORM No. 155(6)a

Declaration in relation to assistance for the acquisition of shares.

155(6)a

Please do not
write in this
margin

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

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

To the Registrar of Companies

For official use

Company number

--	--	--	--	--	--

830049

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

Name of company

* CONTRACT AND DOMESTIC SERVICES (DERBY) LIMITED

*Insert full name
of company

Wet DAVID KIRK WALTON of 3 Stonebroom Walk, Shelton Lock, Derby
and ANTHONY BERNARD HADSON of 88 Hillside, Findern, Derby.

†Insert name(s) and
address(es) of all
the directors

§Delete as
appropriate

~~§Delete as appropriate~~ [The sole director] [all the directors] § of the above company do solemnly and sincerely declare that:
The business of the company is:

‡Delete whichever
is inappropriate

(a) ~~the business of a recognised bank licensed institution within the meaning of the Banking Act 1979~~
XX
(b) that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on
INSURANCE BUSINESS IN THE UNITED KINGDOM
(c) something other than the above ‡

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

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

The number and class of the shares acquired or to be acquired is: 100 ordinary shares
of £1.00 each.

Presentor's name, address and
reference (if any):

Flint Bishop & Barnett,
37-38 Irongate,
Derby. DE1 9LB.

For official use

General Section

Post room

COMPANIES HOUSE	
12 AUG 1992	
M	74

The assistance is to be given to: (note 2) MR DAVID KIRK WALTON

of 3 Stonebroom Walk,

Shelton Lock,

Derby.

Please do not
write in
this margin

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

The assistance will take the form of:

A loan in the sum of £50,000.00 by the former Director, Mrs M. Hadson and the existing Director, Mr A.B. Hadson, over the period of 12 months secured on the Company's property at 672 Osmaston Road, Derby and on the shares in the Company held by Mr D.K. Walton.

The person who ~~[will acquire]~~ [will acquire]* the shares is:

MR DAVID KIRK WALTON

es

*Delete as
appropriate

The principal terms on which the assistance will be given are:

Copy Loan Agreement annexed. Details set out above.

The amount of cash to be transferred to the person assisted is £ 50,000.00

The value of any asset to be transferred to the person assisted is £ -

7th August RS

The date on which the assistance is to be given is 31st July 19 92

†Delete either (a) or (b) as appropriate.

Gordon Emery & Co.

Chartered Accountants

SMITH'S BANK CHAMBERS
MARKET PLACE
DERBY DE1 3QD
Telephone DERBY 46491

Your Ref: GTH/JDP/D277

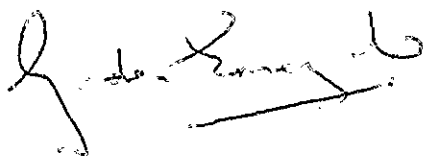
Our Ref: 7 August 1992

The Directors
Contract & Domestic Services (Derby) Ltd
472 Osmaston Road
Derby
DE2 8AH

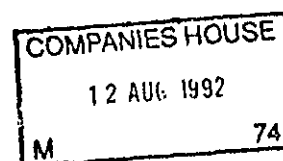
Dear Sirs

We have enquired into the state of affairs of Contract & Domestic Services (Derby) Ltd as at 7 August 1992, and are not aware of anything to indicate that the opinion expressed by the Directors made by them in the foregoing declaration pursuant to S155(6) Companies Act 1985 as to any of the matters specified in S156(2) Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully



GORDON EMERY & CO.



James H. Downes, Gordon T.E. Henshaw, Stephen J. Edwards

Associated Practice: N.S. Mansell & Co., 568, Burton Road, Littleover, Derby, DE3 6DG
Telephone: DERBY 41316

We hereby certify this to be a true copy of the original
Flint, Bishop & Barnett

DATED August 7th 1992

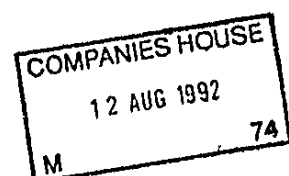
ANTHONY BERNARD HADSON and MARGARET HADSON

-and-

DAVID KIRK WALTON

Duplicate,
LOAN AGREEMENT

/u/user4/AGREEMENT/loanagreedadson



THIS LOAN AGREEMENT dated 7th day of August 1992
BETWEEN:

- (1) ANTHONY BERNARD HADSON and MARGARET HADSON both
of 88 Hillside Findern Derby (the Lender) and
- (2) DAVID KIRK WALTON of 3 Stonebrook Walk Shelton
Lock Derby (the Borrower)

BACKGROUND

1. Pursuant to a Share Vending Agreement dated
7th August 1992 and made between the
Lender and the Borrower, the Borrower purchased
from the Lender the entire issued share capital
in the Company at a price of £65,000
2. On completion of the Share Vending Agreement the
Borrower paid to the Lender £15,000
3. The Lender agreed that the balance purchase price
of £50,000 be advanced to the Borrower by way of
the Loan
4. The Borrower agrees to repay the Loan in manner
set out in this Agreement and has further agreed
to grant or procure the grant of such security as
hereinafter appearing

NOW IT IS HEREBY AGREED as follows:-

1. DEFINITIONS

In this Agreement the following definitions will have the
following meanings:-

"the Loan"	Fifty Thousand Pounds (£50,000)
"the Interest"	Interest on the Loan from time to

time owing calculated on a daily basis at the rate of 8% per annum

"the Interest Payment Dates" 7th November; 7th February; 7th May and 7th August in every year

"the Property" 472 Osmaston Road Derby

"the Company" Contract and Domestic Services (Derby) Limited

"the Shares" the 99 Shares in the Company registered in the name of the Borrower

2. ACKNOWLEDGEMENT OF DEBT

The Borrower acknowledges receipt of the Loan lent to it by the Lender

3. PAYMENT OF PRINCIPAL AND INTEREST

The Borrower covenants with the Lender as follows:-

3.1. To pay to the Lender the Loan by sixteen six monthly instalments of £3,125.00 the first instalment to be paid on 7th February 1993 and successive instalments to be paid at 6 monthly intervals thereafter until the Loan shall be repaid in full

3.2 To pay to the Lender the Interest on the Interest Payment Dates

4. CHARGE

4.1 The Borrower shall procure that the Company grant a legal charge over the Property in favour of the

Lender to secure repayment of the Loan and Interest such legal charge to be in the form of the Deed set out in the Schedule hereto

- 4.2 The Borrower as beneficial owner **HEREBY CHARGES** with the repayment of the Loan and the Interest the Shares in favour of the Lender
- 4.3 The Borrower shall on completion of this Agreement deposit with the Lender the certificates for the Shares together with transfers of the same in blank duly executed by him
- 4.4 At any time after the Borrower shall have failed to make a payment to the Lender on the dates specified herein the Lender may complete and register the transfers of the Shares or any of them and the Borrower shall execute and do all such instruments acts and things as may be requisite or necessary to enable him so to do
- 4.5 Following the transfer of the Shares to the Lenders the Lenders shall be entitled to sell and transfer all or any of the shares without the consent of the Borrower. The Borrower hereby expressly waives any rights he may have in relation to the transfer of the Shares whether under the Articles of Association of the Company or otherwise

THE SCHEDULE

Deed of Mortgage

THIS DEED OF MORTGAGE is made the day of
1992

B E T W E E N CONTRACT AND DOMESTIC SERVICES (DERBY) LIMITED
(Company Registration Number 830049) whose registered office is
at 472 Osmaston Road Derby ("the Mortgagor") of the first part
and ANTHONY BERNARD HADSON and MARGARET HADSON of 88 Hillside
Findern Derby ("the Lender") of the second part

1.1 In consideration of the Lender making a loan to D Walton
(Mr Walton) pursuant to a Loan Agreement (the Loan Agreement)
dated 7th August 1992 and made between the Lender and Mr
Walton the Mortgagor as beneficial owner charges by way of legal
mortgage the property specified in the Schedule as a continuing
security with the payment to the Lender by Mr Walton of:-

- (a) the balance from time to time unpaid and outstanding of all
monies due to the Lender from Mr Walton under the terms of
the Loan Agreement and
- (b) all costs and expenses (on a full and unqualified indemnity
basis) incurred by the Lender in enforcing or endeavouring
to enforce payment of such money

1.2 The Lender shall be entitled to demand payment from the
Mortgagor of all sums due to the Lender from Mr Walton at any
time after Mr Walton shall be in default for more than 7 days of
payments due to the Lender under the Loan Agreement

2. THE powers and remedies conferred on mortgagees by the Law
of Property Act 1925 shall apply to this mortgage but without the

restrictions on the exercise of the power of sale imposed by section 103 of that Act and the statutory powers of leasing conferred on the Lender shall be extended so as to authorise the lender to lease and make agreements for leases at a premium or otherwise and accept surrenders of leases and grant options as the Lender shall think expedient and without the need to observe any of the provisions of Sections 99 and 100 of the said Act

3. THE statutory powers and any other powers of leasing letting entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases shall not be exercisable by the Mortgagor nor shall the Mortgagor charge convey assign transfer or otherwise howsoever dispose of the mortgaged premises nor part with possession of the mortgaged premises nor confer upon any person firm or company or body whatsoever any licence right or interest to occupy the mortgaged premises nor grant any licence or permission to assign underlet or part with possession of the mortgaged premises without in any case obtaining the written consent of the Lender

4. THE restriction on the right of consolidating mortgage securities contained in Section 93 of the Law of Property Act 1925 shall not apply to this mortgage

5. THE Mortgagor covenants with the Lender as follows:-

- (a) that the Mortgagor will keep the buildings and fixtures hereby charged in a good state and repair and insured in an office or offices or with other insurers to be approved in writing by the Lender (such approval not to be unreasonably withheld) against loss or damage by fire and such other

risks and contingencies as may be required by the Lender in their full re-instatement value for the time being in the joint names of the Mortgagor and the Lender or with the interest of the Lender endorsed on the policy or policies or noted as the Lender may require and will (unless deposited with a prior mortgagee at the date hereof or unless the insurance to which such policy or policies relate and which was approved by the Lender was effected by a Landlord with the respective interests of the Mortgagor and the Lender endorsed or noted thereon) deposit the relative policy or policies with the Lender and will duly pay all premiums and sums payable for this purpose and produce the receipts therefor to the Lender within seven days of their becoming due and payable. If default shall at any time be made by the Mortgagor in keeping the said buildings and fixtures or any part thereof in a good state of repair or in effecting or keeping up any such insurance or in producing to the Lender any such policy or receipt it shall be lawful for but not obligatory on the Lender to repair and maintain the same with power to enter the mortgaged premises for that purpose or as the case may require to effect or renew any such insurance as aforesaid as the Lender shall think fit and any sums paid by the Lender for any such purpose shall be repayable by the Mortgagor to the Lender on demand with interest at the rate of 8% per annum calculated on a daily basis and until payment by the Mortgagor the mortgaged premises shall stand

charged with the amounts so to be paid with interest as aforesaid. The Mortgagor will hold in trust for the Lender all money which may at any time be received or receivable under any policies of insurance covering any of the buildings and fixtures on the mortgaged premises against any such risks as aforesaid and (at the Lender's written option) will pay such money to the Lender or shall apply the same in replacing restoring or reinstating the buildings and fixtures destroyed or damaged

- (b) to observe and perform all covenants provisions and regulations affecting the mortgaged premises

6. NOTHING herein contained shall operate so as to merge or otherwise prejudice or affect any bill note guarantee mortgage or other security or any contractual or other right which the Lender may at any time have for any money or liabilities due or incurred by the Mortgagor to the Lender or any right or remedy of the Lender thereunder and any receipt release or discharge of the security provided by or of any liability arising under this mortgage shall not release or discharge the Mortgagor from any liability to the Lender for the same or any other money which may exist independently of this mortgage

7. (a) AT any time after the Lender shall have demanded payment of any money or liabilities or other sums hereby secured the Lender shall have power to appoint such person or persons as the Lender thinks fit to be the Receiver or Receivers of the mortgaged premises and of the rents

profits and income thereof and similarly to remove any such Receiver or Receivers and to appoint another or others in his or their place. Any Receiver or Receivers so appointed shall be deemed to be the agent(s) of the Mortgagor who alone shall be responsible for his or their acts or defaults

(b) Any Receiver appointed by the Lender may in the name or on behalf and at the cost of the Mortgagor or at his option in the name of the Lender (but only with specific approval in writing of the Lender) or at his option in his own name (and in any case notwithstanding any bankruptcy administration or liquidation of the Mortgagor) do or omit to do anything which the Mortgagor could do or omit to do in relation to the mortgaged premises and in particular (but without prejudice to the generality of the foregoing) any such Receiver may:

- (i) sell let deal with take possession of or manage the mortgaged premises
- (ii) take any proceedings in relation to the mortgaged premises in the name of the Mortgagor or otherwise as may seem expedient including proceedings for the collection of rents in arrears at the date of his appointment and
- (iii) enter into any agreement or make any arrangement or compromise as he shall think expedient in respect of the mortgaged premises

- (iv) operate any rent review clause in respect of the mortgaged premises or grant or apply for any new or extended tenancy thereof and
- (v) insure the mortgaged premises hereby charged in such manner as he shall think fit or as the Lender shall from time to time direct and
- (vi) appoint managers agents officers servants and workmen for any of the aforesaid purposes at such salaries and for such periods as he may determine and
- (vii) do all such other things as may be incidental or as he may think conducive to the realization of the Lender's security.

AND for any of the purposes aforesaid such Receiver may borrow from the Lender in priority to all other money hereby secured. Any sum so borrowed shall be treated as immediately owing by the Mortgagor to the Lender and shall bear interest at the rate of 8% per annum calculated on a daily basis and shall be secured hereby

- (c) The powers conferred by this clause shall be in addition to all powers given by statute to the Lender or to any such Receiver
- (d) Any such Receiver shall be entitled to remuneration for his services and the services of his firm appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted by the Receiver in

accordance with the current practice of the Receiver or his firm and without being limited by the maximum rate specified in section 109(6) of the Law of Property Act 1925

- (e) If the Lender shall appoint more than one Receiver the powers given to a Receiver hereby and by statute shall be exercisable by such Receivers jointly and severally and any reference herein to "Receiver" shall be construed accordingly

8. THE Mortgagor irrevocably appoints the Lender and the persons deriving title under him and any Receiver or Receivers appointed hereunder jointly and also severally to be the attorney of the Mortgagor in the Mortgagor's name and as the Mortgagor's act and deed to do any act or execute and deliver any deed or document for all or any of the purposes mentioned in sub-clause 7(b) hereof. Without prejudice to the generality of the foregoing the Mortgagor hereby covenants with the Lender and separately with any such Receiver that if required so to do the Mortgagor will ratify and confirm all transactions entered into by the Lender or the Receiver or by the Mortgagor at the Receiver's instance in the exercise or purported exercise of the powers of the Lender and the Receiver and the Mortgagor irrevocably acknowledges and agrees that the said power of attorney is (inter alia) given to secure the performance of such obligation to ratify and confirm owed to the Lender and such Receiver by the Mortgagor.

9. ANY notice or demand by the Lender hereunder shall be deemed to have been sufficiently given if sent by prepaid first class letter post to the registered office of the Mortgagor and

shall be deemed to have been served upon the addressee at 10.00 a.m. the next succeeding day (or if the next succeeding day be a Sunday or any other day upon which no delivery of letters is made at 10.00 a.m. on the next succeeding day on which a delivery of post is made)

10. THE Mortgagor hereby agrees to indemnify the Lender and his estate and effects and as a separate covenant any Receiver appointed by it against all existing and future rents rates taxes duties charges assessments impositions and outgoings whatsoever (whether imposed by deed or statute or otherwise and whether of the nature of capital or revenue and even though of a wholly novel character) now or at any time payable in respect of the mortgaged premises or by the owner or occupier thereof. If any such sums shall be paid by the Lender or any Receiver the same shall be paid by the Mortgagor on demand with interest at the rate of 8% per annum calculated on a daily basis and until payment by the Mortgagor the mortgaged premises shall stand charged with the amounts so to be paid with interest as aforesaid but the Lender shall not be deemed to have taken possession of the mortgaged premises by reason of such payments

11. ANY sale in exercise of the statutory powers and remedies may be made upon such terms as the Lender may think fit

12. THIS mortgage is in addition to any other security or securities now or hereafter held by the Lender

13. EACH of the provisions in this mortgage shall be severable and distinct from one another and if at any time any one or more of such provisions is or becomes invalid illegal or unenforceable

the validity legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby

14. IN this mortgage

- (a) (i) the expressions "the Mortgagor" and "the Lender" where the context admits include their respective successors in title and/or assigns. Any appointment or removal under Clause 7 hereof or consents hereunder may be made or given by writing signed or sealed by any such successors or assigns and;
- (ii) the expression "the mortgaged premises" throughout this deed means the entirety of the premises or any part thereof charged by way of legal mortgage by Clause 3 hereof and
- (iii) if there are two or more persons parties of the first part all covenants herein contained or implied on the part of the Mortgagor shall be deemed to be joint and several covenants on their part;
- (b) unless the context requires otherwise:
 - (i) the singular shall include the plural and vice versa and;
 - (ii) references to any person including the signatories hereto shall mean and include any person or persons liable hereunder or any one or more of them including all the partners in a

firm the personal representatives of any individual and the receiver or other person lawfully acting on behalf of any such signatory provided that no personal liability shall attach to any duly authorised agent or attorney acting as such and;

(iii) the expression "this mortgage" shall mean and extend to every separate and independent stipulation contained herein and;

(iv) any liberty or power which may be exercised or any determination which may be made hereunder by the Lender may be exercised or made in the absolute and unfettered discretion of the Lender who shall not be under any obligation to give reasons therefor and;

(v) references to any statutory provision shall be deemed to mean and to include a reference to any modification or re-enactment thereof for the time being in force and any analogous provisions or rule under any applicable law

18. THIS mortgage is executed as a deed and delivered the day and year first before written

SCHEDULE

ALL THAT freehold property known as 472 Osmaston Road Derby as registered with H M Land Registry under Title Number DY 20869

(SIGNED as a Deed and delivered by
(
(ANTHONY BERNARD HADSON and
(
(MARGARET HADSON in the presence
(
(of:-

THE COMMON SEAL of CONTRACT AND)
)
DOMESTIC SERVICES (DERBY) .)
)
LIMITED hereunto affixed in)
)
the presence of:-)

Director:

Secretary:

IN WITNESS whereof the parties have executed this Agreement as a Deed the day and year first before written

SIGNED as a DEED by the)
said ANTHONY BERNARD)
HADSON and MARGARET HADSON)
in the presence of:-)

A B Hadson
M. Hadson

M.T. Kiss.
Solitor
Deby.

SIGNED as a DEED by the)
said DAVID KIRK WALTON in)
the presence of:-)

D. Walton

[Signature]
Solitor
Deby