

4454472

DATED

12 September

2002

- (1) **HLW 99 LIMITED**
- (2) **THE JOINT LIQUIDATORS OF HLW 99 LIMITED**
- (3) **FRANKLINS BEDSIDE MANOR LIMITED**

SECTION 110 AGREEMENT

Hartley Linfoot & Whitlam
Princess House
122 Queen Street
SHEFFIELD
S1 2DW



WE HEREBY CERTIFY THAT
THIS IS A TRUE COPY OF THE
ORIGINAL DOCUMENT.

Hartley Linfoot & Whitlam

HARTLEY LINFOOT AND WHITLAM
PRINCESS HOUSE
122 QUEEN STREET
SHEFFIELD S1 2DW

THIS AGREEMENT is made the

12 September

2002



BETWEEN:

- (1) **HLW 99 LIMITED** (in liquidation) (CRN: 00472931) whose registered office is at 116 Onslow Road, Sheffield S11 7AH ("the Company");
- (2) **ANDREW JOHNSON MAYBERY** and **CHRISTOPHER BROWN** of 37 Moorgate Road, Rotherham S60 2AE ("the Joint Liquidators");
- (3) **FRANKLINS BEDSIDE MANOR LIMITED** (CRN: 04454472) whose registered office is at Princess House, 122 Queen Street, Sheffield, S1 2DW ("Newco").

WHEREAS:

A. J. Maybery
(A) By special resolutions of the Company passed at an extraordinary general meeting thereof held on the *12 September* 2002 it was resolved as follows:-

1. That it is desirable to reconstruct the Company and for that purpose the Company be wound up voluntarily and that Andrew Johnson Maybery and Christopher Brown be and hereby are appointed as joint liquidators for the purposes of such winding up.
2. That a draft agreement which has been produced to this meeting and signed for the purpose of identification by the Chairman and is expressed to be made between the Company (1) the Joint Liquidators (2) and W E Franklin (Sheffield) Limited (3) be and the same hereby is approved and that the Joint Liquidators be and they hereby are authorised pursuant to Section 110 of the Insolvency Act 1986 on behalf of the Company to enter into and carry out an agreement in the terms of the said draft and to receive in consideration thereof fully paid shares in W E Franklin (Sheffield) Limited and to distribute the same among the holders of 'A' Ordinary Shares in the capital of the Company.
3. That a draft agreement which has been produced to this meeting and signed for the purpose of identification by the Chairman and is expressed to be made between the Company (1) the Joint Liquidators (2) and Newco (3) be and the same hereby is approved and that the Joint Liquidators be and they hereby are authorised pursuant to Section 110 of the Insolvency Act 1986 on behalf of the Company to enter into and carry out an agreement in the terms of the said draft and to receive in consideration

thereof fully paid shares in Newco and to distribute the same among the holders of 'B' Ordinary Shares in the capital of the Company

4. That a draft agreement which has been produced to this meeting and signed for the purpose of identification by the Chairman and is expressed to be made between the Company (1) the Joint Liquidators (2) and Franklins Properties Limited (3) be and the same hereby is approved and that the Joint Liquidators be and they hereby are authorised pursuant to Section 110 of the Insolvency Act 1986 on behalf of the Company to enter into and carry out an agreement in the terms of the said draft and to receive in consideration thereof fully paid shares in Franklins Properties Limited and to distribute the same among the holders of 'C' Ordinary Shares in the capital of the Company

ASLH
WZ (B) Newco has been incorporated under the Companies Act 1985 and has a capital of £1000 divided into 1000 ordinary shares of £1 each of which one has been issued and is fully paid up.

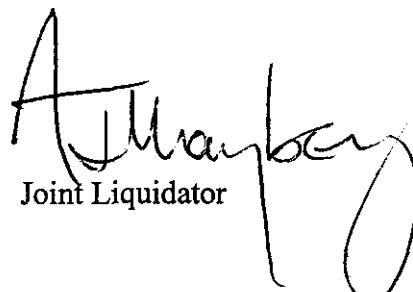
NOW IT IS HEREBY AGREED as follows:

5. With effect from the close of business on 12 September 2002 the Company shall sell and Newco shall purchase the "B" Undertaking of the Company (as defined in a Special Resolution of the Company dated 12 September 2002 (the "Resolution") a copy of which is annexed).
6. Newco shall as soon as conveniently may be issue to the Joint Liquidators or as they shall direct 6346 new ordinary shares credited as fully paid up in the capital of Newco by way of satisfaction of the consideration for the acquisition of the assets (subject to the liabilities) described in clause 5 above.
7. Any conveyance or other instrument of transfer or assignment of the assets comprised in Newco shall be prepared and completed at such time as the directors thereof shall determine. Newco shall accept without investigation such title to the premises as the Company possesses and the Joint Liquidators shall not be required to enter into any covenant other than a covenant that they have not encumbered the same.

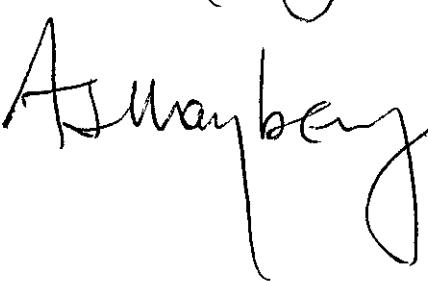
8. The Joint Liquidators shall distribute among the 'B' Ordinary shareholders the shares in the capital of Newco receivable by them as aforesaid.
9. All assets hereby agreed to be sold and purchased which are capable of manual delivery shall be delivered manually.
10. All legal and accountancy costs, arising in connection herewith and the costs and expenses of the Joint Liquidators shall be borne by Newco. Newco shall bear any stamp duty payable in connection with the transfer or assignment of the assets.
11. Newco will indemnify the Joint Liquidators and/or the Company against all and any liabilities, losses, costs, claims, damages, interest, demand and expenses whatsoever and howsoever arising or arisen in connection herewith and will respectively indemnify the Joint Liquidators and/or against all and any liabilities of the Company hereby sold to it.
12. Newco shall cause this agreement to be filed with the Registrar of Companies pursuant to Section 88 of the Companies Act 1985.

AS WITNESS the hands of the parties the day and year first before written.

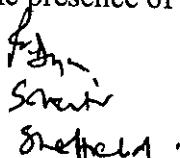
SIGNED for and on behalf of
HLW 99 LIMITED
in the presence of:-


Joint Liquidator

SIGNED by the said
ANDREW JOHNSON MAYBERY
or **CHRISTOPHER BROWN**
in the presence of:-



SIGNED for and on behalf of
FRANKLINS BEDSIDE MANOR LIMITED
LIMITED
in the presence of :



Duly authorised representative