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CHFP000

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COMPANIES FORM No. 155(6)(a)

Declaration in relation to assistance for the acquisition of shares

155(6)a

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
(Address overleaf - Note 5)

For official use

Company number

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561211

Name of company

* NEAL'S NURSERIES LIMITED

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

* insert full name
of company

We COLIN CAMPBELL PRESTON OF PADDOCK COTTAGE, NEWLANDS
DRIVE, MAIDENHEAD BERKSHIRE, SL6 4LL

Ø insert name(s) and
address(es) of all
the directors

MAURICE HAWES OF YEW TREE COTTAGE, 59 GREEN LANE, HERSHAM,
SURREY, KT12 5EZ

ANNE LAMARCHE OF CALDECOTE MANOR, BALDOCK, HERTFORDSHIRE,
SG7 5LD

† 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) ~~that of a [recognised bank]~~† within the meaning of the Banking Act 1979§

(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] NEAL'S NURSERIES HOLDINGS

Limited†

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: 70,000 ORDINARY
SHARES OF £1.00 EACH

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

SHERIDANS
14 RED LION SQUARE
LONDON
WC1R 4QL

REF: NL

For official Use (02/00)
General Section

Post room



A25
COMPANIES HOUSE

A3Q90Q8A

0561
21/11/03

The assistance is to be given to: (note 2) CAPITAL GARDENS LIMITED WHOSE
REGISTERED OFFICE ADDRESS IS 1 TOWNSEND YARD, HIGHGATE HIGH
STREET, LONDON, N6 5JF

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write in
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Please complete
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in black type, or
bold block lettering

The assistance will take the form of:

1. LEGAL CHARGE GRANTED BY THE COMPANY IN FAVOUR OF THE BANK OF SCOTLAND.
2. DEBENTURE GRANTED BY THE COMPANY IN FAVOUR OF THE BANK OF SCOTLAND.

The person who [has acquired]~~[will acquire]~~ the share is:
CAPITAL GARDENS LIMITED

† delete as
appropriate

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

SEE ATTACHED SCHEDULE

The amount of cash to be transferred to the person assisted is £ N/A

The value of any asset to be transferred to the person assisted is £ N/A

The date on which the assistance is to be given is 11TH NOVEMBER 2003

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Please complete
legibly, preferably
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bold block lettering

* delete either (a) or
(b) as appropriate

~~1~~ We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

(a) ~~1~~ We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date]* (note 3)

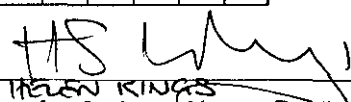
(b) ~~[It is intended to commence the winding up of the company within 12 months of that date, and I/we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding up.]* (note 3)~~

And ~~1~~ we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

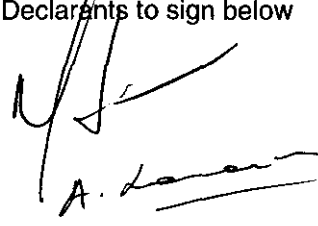

Declared at 15 Red Lion Square
London WC1R 4QT

on

Day	Month	Year
11	11	2003

before me 
A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

Declarants to sign below


A. Loman

G. Campbell-Peck

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
- 5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

FORM 155(6) STATUTORY DECLARATION

SCHEDULE

NEAL'S NURSERIES LIMITED ("the Company")

The principal terms on which assistance will be given are:

1. Under the terms of the Debenture

- 1.1 The Company covenants to pay or discharge on demand all monies or liabilities due or owing by the Company to the Bank, actual or contingent, together with interest and other lawful charges or expenses which the Bank may charge or incur, such interest to be compounded according to the Bank's usual rates and practices ("the Secured Liabilities")
- 1.2 The Company charges to the Bank as a continuing security and with full title guarantee for the payment or discharge of the Secured Liabilities:-
- (a) by way of legal mortgage the freehold and leasehold property now vested in it together with all present and future buildings, fixtures, plant and machinery which are at any time on the property;
 - (b) by way of fixed charge
 - (i) all future freehold and leasehold property belonging to the Company, together with all buildings, fixtures, plant and machinery which are at any time on the property;
 - (ii) all present and future interests of the Company in or over land or the proceeds of sale of it and the benefit of all other agreements relating to land and all fixtures, plant and machinery which are at any time on the property charged under the Debenture;
 - (iii) all the Company's goodwill and uncalled capital;
 - (iv) all present and future stocks, shares and other securities owned by the Company and all interests in and claims under policies of insurance or assurance held by the Company and all rights and claims to which the Company is now or may be entitled under any contracts;
 - (v) all intellectual property rights held or to be held by the Company;
 - (vi) all present and future book debts and other debts owing to the Company and the benefit of all rights and claims of the Company pertaining thereto;

- (vii) all present and future plant and machinery not otherwise charged and other chattels of the Company; and
 - (viii) all present and future bank accounts, cash at bank and credit balances of the Company.
 - (c) by way of floating charge all the property and undertaking of the Company ("the Assets") not otherwise charged under the Debenture and the Company is prohibited from creating any further fixed security, mortgage or floating charges over the Assets which have priority over or rank pari passu with the floating charge created herein.
- 1.3 The Bank may convert the floating charge into a fixed charge over the Assets at any time and the floating charge shall automatically convert into a fixed charge if the Company attempts to create a fixed charge over the Assets in favour of any other person or if the Company ceases to trade or if an insolvency event occurs.
- 1.4 The Company will not without the Bank's consent create or attempt to create any encumbrance in respect of any Asset charged under the Debenture or dispose of any such Asset.
- 1.5 If required by the Bank, the Company will deposit with the Bank all deeds and documents of title relating to the Company's property, shares and insurance policies.
- 1.6 The Company will on demand by the Bank execute a legal mortgage over any property acquired after the date of the Debenture, execute a fixed charge in security of any Asset subject to a floating charge and execute a chattel mortgage over such chattels as the Bank may specify.
- 1.7 The Company will deliver to the Bank copies of its accounts for each financial year as soon as these become available, notify the Bank if it acquires any property and comply in all material respects with all applicable laws.
- 1.8 The Company shall keep the Assets in good and substantial repair and maintain policies of insurance as are normally maintained by companies carrying on the same business.
- 1.9 The Bank has the right to appoint a receiver or an administrative receiver if the Company fails to make payment in full of all of any of the Secured Liabilities following a demand by the Bank for such payment.
- 1.10 The Bank has a statutory power of sale exercisable at any time after a demand has been made for payment of the Secured Liabilities or after a receiver has been appointed.

- 1.11 The Company agrees that any moneys standing to its credit on any account held with the Bank may be applied by the Bank towards payment of any moneys owing by the Company to the Bank.

2. Under the terms of the Legal Charge

- 2.1 The Company agrees to pay to the Bank the Debt upon written demand.

- 2.2 The Company with full title guarantee charges as security for the Debt the following:-

- (a) by way of legal mortgage the leasehold property situated on the North east side of Heathfield Road, Wandsworth, London as described in the lease dated 23 March 1999 made between (1) Her Majesty's Principal Secretary of State for the Home Department, (2) the Company and (3) Kevin Paul Forrester and Edward Russell Forrester ("the Property");
- (b) by way of fixed charge all buildings and other structures on, and itnes fixed to, the Property;
- (c) by way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property;
- (d) by way of fixed charge, all plant, machinery and other items affixed to and forming part of the Property;
- (e) by way of assignment all Rental Sums together with the benefit of all rights and remedies of the Company relating to them;
- (f) by way of fixed charge the proceeds of any claim made under any insurance policy relating to any of the property under the Legal Charge; and
- (g) by way of floating charge, all unattached plant, machinery, chattels and goods on or in or used in connection with the Property or the business or undertaking conducted at the Property.



BDO Stoy Hayward
Chartered Accountants

8 Baker Street London W1U 3LL
Telephone: +44 (0)20 7486 5888
Facsimile: +44 (0)20 7487 3686
DX 9025 West End W1
Web site: www.bdo.co.uk

11 November 2003

The Directors
Neal's Nurseries Limited ("the Company")
Heathfield Road
London
SW18 2PH

Dear Sirs

We refer to the statutory declaration ("the Declaration") to which this report is annexed.

We have enquired into the state of affairs of the Company and we are not aware of anything to indicate that the opinion expressed by the Directors in the Declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully

BDO STOY HAYWARD