

**155(6)a**

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

**To the Registrar of Companies  
(Address overleaf - Note 5)**

**For official use**

**Company number**

627585

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

Name of company

\* FUTURAMA SIGNS LIMITED

\* Insert full name  
of company

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

XWe a MARLENE ALLAN of 12 STEPHENSON WAY, LEEDS, LS12 5RT, MICHAEL JOHN ALLAN of 12 STEPHENSON WAY, LEEDS, LS12 5RT, SUSAN JANE JUDGE of BLUEBELLS 32 BRADFORD ROAD DRIGHLINGTON BRADFORD B11 1AB AND KENNETH LEONARD JUDGE of BLUEBELLS 32 BRADFORD ROAD DRIGHLINGTON BRADFORD B11 1AB who together with Malcolm Winwright and Michael Morris Dobbin are

† delete as appropriate

~~XXXXXXXXXXXX~~ [all the directors] † of the above company do solemnly and sincerely declare that

**The business of the company is**

§ delete whichever  
is inappropriate

[illegible]

(c) something other than the above §

The company is proposing to give financial assistance in connection with the acquisition of shares in the

~~XXXXXXXX~~ [company's holding company THE GLENDOWER GROUP LIMITED (2441490)

The assistance is for the purpose of [that acquisition] XXXXXXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX. †

The number and class of the shares acquired or to be acquired is 11,555 ORDINARY SHARES OF  
ONE POUND EACH

Presenter's name address and  
reference (if any)  
Mackrell Turner Garrett  
21-25 Church Street West  
Woking  
Surrey  
GU21 6DJ  
  
DX2912 Woking

For official Use  
General Section

THURSDAY



A19 14/06/2007 149  
COMPANIES HOUSE

The assistance is to be given to (note 2) GLENDOWER HOLDINGS LIMITED (6131135)  
whose registered office is at Island Farm House, Island Farm Road, West Molesey,  
Surrey, KT8 2TR ("Holdings")

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

Please see Schedule 1

The person who ~~XXXXXXXXXX~~ [will acquire] † the shares is

† delete as  
appropriate

GLENDOWER HOLDINGS LIMITED (COMPANY NO.6131135)

The principal terms on which the assistance will be given are

Please see Schedule 2

The amount of cash to be transferred to the person assisted is £ Please see Schedule 3

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

The date on which the assistance is to be given is within 8 weeks of today

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

**Futurama Signs Limited**  
**(Registered Number 00627585)**  
**(the "Company")**

**Schedule 1 to the Form 155(6)(a)**  
**The form of the financial assistance to be given by the Company**

*The terms defined in the Forms 155(6)(a) itself have the same meaning in this  
Schedule 1*

The entering into by the Company of the documents listed and described below (or of documents referred to therein or relating thereto) as the same may be amended, increased, novated and/or replaced, varied, supplemented or substituted from time to time, which will be entered into, directly or indirectly, in connection with reducing or discharging liabilities incurred by Holdings with respect to the transfer of the whole of the issued share capital of The Glendower Group Limited (the "Target") to Holdings pursuant to a sale and purchase agreement dated to be entered into on or around the date hereof and made between (1) Michael Dobrin, Ricky Ashley Roberts, Malcolm James Winwright and Leroy Whale and (2) Holdings (the "**Sale and Purchase Agreement**") (the "**Acquisition**"), namely:

1. a multi-option overdraft facility agreement pursuant to which certain multi-option facilities with a facility limit of £250,000 and a gross limit of £1,000,000 to assist in working capital requirements are to be made available by National Westminster Bank Plc (the "Bank") to the Company, the Target, Holdings, and Futurama Limited (hereinafter referred to together as the "**Obligors**" and each an "**Obligor**") (the "**Facility Agreement**" and the facilities provided under such Facility Agreement are the "**Facilities**");
2. A guarantee (the "**Guarantee**") to be made between the Obligors and the Bank whereby the Company and the other Obligors would each guarantee to the Bank all monies, liabilities and obligations of each other Obligor to the Bank from time to time including arising (without limit) under the Facility Agreement, a term loan agreement to be entered into between the Bank and Holdings on or about the date hereof, a revolving credit facility agreement to be entered into between the Bank and Holdings on or about the date hereof and a property loan agreement to be entered into between the Bank, Holdings and the Target to be entered into on or about the date hereof (referred to collectively as the "**Finance Agreements**");

1. The first part of the paper is devoted to a discussion of the general principles of the theory of the structure of the atom.

2. In the second part, we shall consider the question of the structure of the atom in the case of a single electron.

3. In the third part, we shall consider the question of the structure of the atom in the case of a multi-electron atom.

4. In the fourth part, we shall consider the question of the structure of the atom in the case of a molecule.

5. In the fifth part, we shall consider the question of the structure of the atom in the case of a crystal.

6. In the sixth part, we shall consider the question of the structure of the atom in the case of a liquid.

- 3 A debenture to be issued by the Company to the Bank granting fixed and floating charges over substantially all the assets and undertaking of the Company as security for all monies, liabilities and obligations the Company, including (without limitation) under the Guarantee (the "**Debenture**");
- 4 An intra-group funding agreement to be made between the Obligors and Holdings whereby Holdings will make available working capital to the Obligors out of the Facilities and whereby the Obligors agree to make advances to Holdings out of their available cash balances for the purposes of (among other things) assisting with the payment by Holdings of interest and capital repayments due to the Bank under the Finance Agreements and any other agreements (the "**Intra-Group Funding Agreement**");
- 5 An inter-creditor deed to be made between (among others) the Company, the other Obligors, the Bank and the Subordinated Creditors (as defined therein) containing terms and conditions regulating certain rights between the parties thereto, including (without limitation) whereby Holdings and the other Obligors undertake not to pay the Subordinated Creditors any payments not authorised thereunder (the "**Inter-creditor Deed**"), and
- 6 A counter indemnity to be granted by the Company to the Bank in respect of liabilities and obligations undertaken by the Bank towards HSBC Bank PLC as the existing bankers of the Company, the Target and Futurama Limited (the "**Counter-Indemnity**")

In this Appendix the documents listed above in paragraphs 1 to 6 are referred to as the "**Finance Documents**".

**Schedule 2 to the Form 155(6)(a)**  
**The principal terms on which financial assistance will be given by the Company**

*The terms defined in the Forms 155(6)(a) itself and Schedule 1 to the Form 155(6)(a) have the same meaning in this Schedule 2*

By executing the Guarantee the Company will:-

- (a) guarantee to the Bank to be given as primary obligor by way of indemnity and not merely as surety in respect of all liabilities of any nature (whether present or future actual or contingent and whether owed jointly or severally or in any capacity whatsoever) payable by the Obligors to the Bank together with all costs charges and expenses incurred by the Bank from time to time including in connection with the protection preservation or enforcement of its rights or any other document evidencing or securing any such liabilities (including, for the avoidance of doubt, sums due from Holdings) in connection with the Acquisition,
- (b) undertake that it will on demand upon a default in the payment of any sum due under or in connection with the Finance Documents pay such sum, as if it was expressed to be the primary obligor, together with interest payable thereon; and
- (c) give an indemnity to the Bank against any loss or liability suffered by it under the Finance Documents as a result of any obligation guaranteed by it being or becoming unenforceable, invalid or illegal,

(the "**Liabilities**")

By executing the Debenture the Company will:-

- (a) as primary obligor and not merely as surety, covenant with the Bank that it will pay or discharge all of the Liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each relevant Obligor to the Bank under the Finance Documents in each case together with all costs, charges and expenses incurred by the Bank in connection with the protection, preservation or enforcement of its respective rights thereunder or any other document evidencing or securing any such liabilities (including, for the avoidance of doubt, sums due from the Buyer in connection with the Acquisition); and
- (b) as beneficial owner, as security for the payment, discharge and performance of the same, charge in favour of the Bank substantially all its assets and undertaking by way of fixed and floating charges by way of security for the same.

By executing the Intra-Group Funding Agreement the Company will (among others) from time to time make advances to enable Holdings meet its commitments to the Bank from time to time together with costs and expenses incurred by Holdings under the Finance Documents and any other expenditure in relation to the Acquisition provided that the Company shall only be obliged to make advances if, inter alia, the aggregate of all monies standing to the credit of its bank accounts exceeds the amount of the proposed advance and the Company is solvent.

By executing the inter-creditor deed to be made between (among others) the Company, the Obligors, the Bank and the Subordinated Creditors (as defined therein) containing terms and conditions regulating certain rights between the parties thereto, including (without limitation) whereby Holdings and the other Obligors undertake not to pay the Subordinated Creditors any payments not authorised thereunder, the Company will ~~as primary obligor and not merely as surety, covenant with the Bank that it will pay or discharge the liabilities and~~ grant indemnities in favour of the Bank in respect of the liabilities of Holdings under the Finance Documents.

By executing the Counter-Indemnity the Company agrees to indemnify the Bank in respect of liabilities and obligations undertaken by the Bank towards HSBC Bank PLC as the existing bankers of the Obligors.



**Schedule 3 to the Form 155(6)(a)**  
**Amount of cash to be transferred by the Company to the person assisted**

*The terms defined in the Forms 155(6)(a) itself and in Schedules 1 and 2 to the  
Forms 155(6)(a) have the same meaning in this Schedule 3*

All and any advances made or to be made by (among others) the Company to Holdings pursuant to the terms of the Intra-Group Funding Agreement, up to the Facility Limit (as defined therein).

The Directors  
Futurama Signs Ltd  
Island Farm House  
Island Farm Road  
West Molesey  
Surrey  
KT8 2TR

Our reference G231204/SAS/SKH  
Direct dial 01932 584 430  
Email [r.john@wtca.co.uk](mailto:r.john@wtca.co.uk)

30 May 2007

Dear Sirs

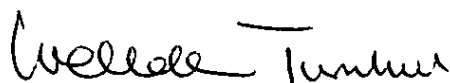
**AUDITORS' REPORT TO THE DIRECTORS OF FUTURAMA SIGNS LIMITED  
("THE COMPANY") PURSUANT TO SECTION 156(4) OF COMPANIES ACT 1985**

We have examined the attached statutory declaration of the directors of the Company dated 30 May 2007 in connection with the proposal that the Company should give financial assistance for the purpose of the acquisition shares in the Company's holding company The Glendower Group Limited

We have enquired into the state of affairs of the Company in order to review the bases for the attached statutory declaration

We are not aware of anything to indicate that the opinion expressed by the directors in the attached statutory 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



Wellden Turnbull

**Partners:**Robin John FCA CTA  
Simon Spevack FCA**Consultant:**

Simon Stapely FCA

**UK200Group****Directors:**Catherine Bamard ACA FCCA  
Andrew Brown FCCASimon Odam ACA CTA  
Stephanie Wilmot ACCA