

CHFP041

## COMPANIES FORM No. 155(6)(a)

155(6)a

Declaration in relation to  
assistance for the acquisition  
of sharesPlease 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 letteringTo the Registrar of Companies  
(Address overleaf - Note 5)

For official use

Company number

02986650

## Note

Please read the  
notes on page 3  
before completing  
this form\*Insert full name  
of company

Name of company

\* Albert Mews Business Centre Limited

We Geoffrey Nigel Beaver and Violet Anne Beaver both of 10 Green End,  
Great Stukeley, Huntingdon, Cambridgeshire, PE28 4AEInsert name(s) and  
address(es) of all  
the directorsDelete as  
appropriate(the sole director) [all the directors] of the above company do solemnly and sincerely declare that  
The business of the company isDelete whichever  
is inappropriate(a) that of a ~~recognised bank~~ [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]~~

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 one hundred ordinary shares  
of one pound eachPresenter's name address and  
reference (if any)Howard Kennedy  
19 Cavendish Square  
London  
W1A 2AW  
DX 42748 Oxford Circus  
NorthFor official Use (02/06)  
General Section

Post room

TUESDAY



\*LPCMLY19\*

LD3

01/04/2008

205 3/1

COMPANIES HOUSE

The assistance is to be given to (note 2) See Appendix A

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

See Appendix B

The person who ~~(has acquired)~~ <sup>(will acquire)</sup> the shares is  
Castor Management Limited (company number 05583694) of 10 Green End, Great  
Stukeley, Huntingdon, Cambridgeshire, PE28 4AE ("the Purchaser")

† Delete as  
appropriate

The principal terms on which the assistance will be given are

See Appendix C

The amount of cash to be transferred to the person assisted is £ See Appendix D

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 the date hereof

CO155(6)(a)/2

Please do not  
write in  
this margin

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

\*Delete either (a) or  
(b) as appropriate

~~/~~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) ~~/~~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)

~~It is intended to commence the winding-up of the company within 12 months of that date, and~~  
~~/~~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 ~~/~~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 COVENT GARDEN

Declarants to sign below

[Signature]  
[Signature]

on Day Month Year

11 8 03 21 01 18

Clarkslegal LLP  
12 Henrietta Street  
Covent Garden  
London  
WC2E 8LH

before me

[Signature]

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

## 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 auditor's 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

DX 33050 Cardiff

or, for companies registered in Scotland -

The Registrar of Companies  
37 Castle Terrace  
Edinburgh  
EH1 2EB

DX 235 Edinburgh

or LP-4 Edinburgh 2



Appendices to **ALBERT MEWS BUSINESS CENTRE LIMITED** (the "Company")  
(Company Number 02986650) Form 155 (6) (a)

**APPENDIX A**

The assistance is to be given to the following persons

- (a) the Purchaser, and
- (b) Abbey National plc having its registered office at 2 Triton Square, Regents Place, London, NW1 4AN (the "Lender")

## **APPENDIX B**

On the basis that the Lender has made available to the Purchaser a term loan facility of £277,500 (the "**Facility**") part of which will be utilised by the Purchaser to acquire the entire issued share capital of the Company, the assistance will take the form of the Company entering into

- 1 1 a corporate guarantee (the "**Guarantee**") in favour of the Lender pursuant to which it would guarantee the performance by the Purchaser of the Guaranteed Liabilities (as defined in Appendix C),
- 1 2 a legal and general charge containing a legal charge over the Company's property known as Albert Mews Business Centre, Albert Mews, Albert Road, London, N4 3RD (the "**Property**") and fixed and floating charges over all the assets, business and undertaking, present and future (the "**Legal & General Charge**"),
- 1 3 a deed of assignment of rental income whereby all rental income from the Property will be assigned to the Lender (the "**Assignment**"), and
- 1 4 a loan agreement between the Company and the Purchaser whereby the Company will lend the Purchaser a sufficient amount so it is able to fund its obligations to the Lender to repay the Facility (the "**Loan Agreement**")

### **APPENDIX C**

The principal terms on which the financial assistance will be given are as follows

- 1 The principal terms of the Guarantee are that the Company guarantees to pay on demand from the Lender the "**Guaranteed Liabilities**" being all and any part of the money and liabilities becoming due from the Purchaser to each and every or any one or more together of the Lender and each of its subsidiary companies (as that term is defined in Section 736 Companies Act 1985) (the "**Group**"), whether on the Purchaser's own account or jointly with any other person, whenever and however incurred, whether now or in the future, including all interest, costs, charges and expenses payable by the Company. The Guaranteed Liabilities includes, but are not limited to
  - (i) overdrafts, personal and other loans or facilities and further advances of money,
  - (ii) guarantees and indemnities and any other contingent liabilities,
  - (iii) discount, commission and other lawful charges and expenses,
  - (iv) interest on any money and liabilities due, whether from you, or the Purchaser at the rate of interest stated in the Facility,
  - (v) interest on any sum or sums demanded from the Company (before and after any judgment) at the rate of interest stated in the Facility, and
  - (vi) money agreed to be paid by the Company in accordance with the terms of the Facility and in particular all money incurred by the Lender or the Group by way of fees, expenses, liabilities and other costs in or incidental to
    - (a) any breach of failure of the Purchaser to comply with the terms of the Facility,
    - (b) the preparation, completion, registration, administration, protection and enforcement (including the costs of any proceedings) of the security granted in favour of the Lender, and
    - (c) the exercise of the Lender's rights under the terms of the security granted in favour of the Lender

All sums in respect of costs will themselves attract interest from the date when the same is paid or incurred by the Lender at the rate of interest stated in the Facility (before and after any judgment) from time to time

All of which obligations include, but are not limited to, obligations incurred by the Purchaser for the purpose of the acquisition by the Purchaser of the Company (the "**Acquisition**")),

2 Under the terms of the Legal & General Charge the Company, as security for the Guaranteed Liabilities

2 1 charges the premises known as Albert Mews Business Centre, Albert Mews, Albert Road, London, N4 3RD (the "Property") as legal owner and any "Other Property" being the whole and any part of or interest in any freehold or leasehold property including any beneficial interest in it or its sale proceeds, now or in the future vested in belonging to or charged to the Company, together with all buildings fixtures fittings and all moveable plant machinery implements utensils furniture and equipment from time to time placed on or used in or about such property as well as

- (i) any sums which (under any statute or law or contract and whether as of right or ex gratia or otherwise) may be or become payable in respect of all or any part of the Property and Other Property which is or becomes subject to the Legal and General Charge (the "Real Property") or any damage or injury to it or depreciation to it and the benefit of any other obligation security right or indemnity affecting or concerning the Real Property,
- (ii) all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to the Real Property,
- (iii) any shares or membership rights,
- (iv) any goodwill of any business from time to time carried on at Real Property,
- (v) any rental and other money payable under any lease, license or other interest created in respect of Real Property, and
- (vi) any other payments whatever in respect of Real Property, for example payments from any insurance policy or any compensation money

(paragraphs 2 1 (i) to (vi) being the "Related Rights")

vested in the Company at the date of the Legal and General Charge by way of legal mortgage,

2 2 Charges by way of fixed charge

- (a) the Other Property at any time vested in the Company after the date of the Legal and General Charge,
- (b) all the Company's uncalled capital for the time being and all its current or future patents patent applications inventions trademarks trade names registered designs copyrights know-how and other intellectual property rights and all licences and ancillary rights, benefits, royalties and other income deriving from these rights and all other freehold and leasehold property now or in the future in which the Company has or acquires any legal or beneficial interest,



- (c) any legal or beneficial interest which the Company has (whether at the date of the Legal and General Charge or in the future) in all and any stocks shares and other securities of any kind including all allotments accretions offers rights benefits and advantages whatsoever at any time accruing offered or arising in respect of the same whether by way of redemption bonus preference option dividend interest or otherwise and all the Company's rights and interests in and claims under all policies of insurance and assurance now or in the future held by or enuring to the Company's benefit,
- (d) all plant and machinery at the date of the Legal and General Charge or in the future belonging to the Company (excluding any plant and machinery for the time being forming part of the Company's stock in trade or work in progress) and all trade and other fixtures fixed plant and machinery and chattels at the date of the Legal and General Charge or at any time hired or leased by the Company to any other person together in each case with the benefit of the related hiring or leasing contract and any guarantee indemnity or other security for the performance of the obligations of any person under such contract so far as it not charged in paragraphs 2 1 and 2 2 (a)to(d) above,
- (e) all the Company's interests at the date of the Legal and General Charge or in the future belonging to the Company in or over land or its proceeds of sale, all licences at the date of the Legal and General Charge or in future held by the Company to enter upon or use land, the benefit of all agreements including any easements, restrictive covenants or other rights relating to land to which the Company is or may become party or otherwise entitled and all trade and tenant's fixtures plant and machinery at the date of the Legal and General Charge and in the future annexed for whatever purpose to the Real Property ("Land Interests")not effectively charged by paragraphs 2 2, 2 2 (a) -(d) above and 2 3 below, and
- (f) the Company's book and other debts at the date of the Legal and General Charge and in the future from time to time due or owing to the Company payable at the date of the Legal and General Charge or in the future falling due for payment (including bank deposits and credit balances standing to the Company's account with the Lender or any other bank or financial institution or organisation) and all the Company's rights and claims against third parties at the date of the Legal and General Charge or in the future existing and capable of being satisfied by money

2 3 So far as the Company is able (but subject to redemption) the Company assigns all its Related Rights to the Mortgagee

- 2 4 The Company charges all its undertaking (other than anything effectively charged or assigned in paragraphs 2 1 to 2 3 above inclusive) by way of floating charge including (without limitation) any immovable property and any assets, property or undertaking whatsoever and wheresoever, present and future falling within any of the types mentioned in paragraphs 2 1 to 2 3 above inclusive situate in Scotland not otherwise effectively charged by way of fixed charge

The Legal and General Charge contains provisions, usual in such a document, including the granting of a power of attorney and also the right to appoint a Receiver

- 3 Under the terms of the Assignment as security for the Guaranteed Liabilities, the Company assigns to the Lender

3 1 its right, title and interest in and to any income whether now or in the future arising in respect of any rental or other money payable under any lease, licence agreement or other interest created in respect of the Property ("**Rents**"), and

3 2 sums which (under any statute or law or contract and whether as of right or ex gratia or otherwise) may be or may become payable in respect of Rents or any loss of Rents and the benefit of any other obligation, security right or indemnity affecting or concerning Rents and any other payments whatever in respect of Rents, for example payments of interest, from an insurance policy or any compensation money

The Assignment contains provisions, usual in such a document, including the granting of a power of attorney

- 4 The principal terms of the Loan Agreement are that the Company agrees to make available to the Purchaser a facility of up to £277,750 ("the Loan") so that the Purchaser can meet its obligations to the Lender under the provision of its facility letter with the Lender for the provision of the Facility The Loan is to be unsecured, interest free but is repayable on demand by the Company at any time

Appendices to **ALBERT MEWS BUSINESS CENTRE LIMITED** (the "Company")  
(Company Number 02986650) Form 155 (6) (a)

#### **APPENDIX D**

Under the Loan Agreement the Company will make available to the Purchaser, if requested by the Purchaser, a loan facility up to a potential maximum aggregate principal amount of up to £277,750 00 equal to the aggregate principal amount of the Facility for the purposes of funding debt service in relation to the Facility



Chartered Accountants

The Shrubby Church Street

St Neots

Cambs PE19 2HT

Tel 01480 373000

Fax 01480 406124

ws@whitmarsh.co.uk

www.whitmarsh.co.uk

Also in Cambridge

Our ref JKS/MPL/LCC

18 March 2008

The Directors  
Albert Mews Business Centre Limited  
125 Mount Pleasant Lane  
St Albans  
Herts  
AL2 3XQ

Dear Sirs

**AUDITORS' REPORT TO THE DIRECTORS OF  
ALBERT MEWS BUSINESS CENTRE LIMITED ("the company")  
PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985**

We have examined the attached Statutory Declaration of the directors dated 18 March 2008 in connection with the proposal that the company should give financial assistance to the purchase of its Ordinary shares by Castor Management Limited

**Respective responsibilities of directors and auditors**

The company's directors are responsible for the Statutory Declaration in accordance with applicable English law. It is our responsibility as established in England and Wales by statute, the Auditing Practices Board and our profession's ethical guidance, to review the bases for the Declaration, based on our enquiries into the state of the company's affairs and to provide a report for the directors.

**Basis of opinion**

We have enquired into the state of the company's affairs so far as necessary for us to review the bases for the Statutory Declaration.

**Opinion**

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

**Whitmarsh Sterland**  
Registered Auditors

Dated 18 March 2008