

# G

CHFP021

Please do not  
write in  
this margin

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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03355290

Name of company

\* STRAIGHTPRIDE LIMITED

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

\* insert full name  
of company

I/We JOHN CONNELL

of DEAN SWIFT, LAFONE STREET, LONDON SE12LX; and

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

STEVEN WILKINS

of THE OLD SCHOOL HOUSE, THORNBOROUGH, BUCKS MK18 2DF

† 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 trade of a recognised bank, a recognised institution, a stock exchange or a recognised clearing house~~

(b) ~~the business of a person authorised under section 8 of the Companies Act 1985 to act as a company secretary or a person authorised under section 10 of the Companies Act 1985 to act as a company director~~

(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] ~~the acquisition of shares in the company~~  
~~the purpose of that acquisition~~†

The number and class of the shares acquired or to be acquired is: 900 ORDINARY SHARES OF £1 EACH  
IN THE CAPITAL OF THE COMPANY

Presentor's name address and  
reference (if any) :  
MOORE & BLATCH  
11 THE AVENUE  
SOUTHAMPTON  
SO17 1XF

DX 38507 SOUTHAMPTON 3  
REF RPB/13435/4

For official Use  
General Section



A50  
COMPANIES HOUSE

\*AJ4878RY\*

0229  
04/08/00

The assistance is to be given to: (note 2) \_\_\_\_\_

Please do not  
write in  
this margin

Thomas and Carter Limited of 55 Gower Street, London WC2B 6HQ

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

The assistance will take the form of:

The execution by the Company of and performance by the Company of its obligations under an agreement (the "Transfer Agreement") entered into by the Company and Thomas and Carter Limited (the "Purchaser").

The person who ~~has acquired~~ [will acquire]† the share is:

THOMAS AND CARTER LIMITED

† delete as  
appropriate

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

1. The Company as transferee agrees, inter alia, to transfer the business carried on by the Company as a going concern together with all the freehold property and assets of the Company, whatever their nature (including but not limited to goodwill) (the "Assets") with effect from the date of the Transfer Agreement.
2. It is agreed between the Company and the Purchaser that the consideration for the sale and purchase under the Transfer Agreement shall be the market value of the Assets as at the date of the Transfer Agreement subject to downwards adjustment by an amount equal to the net liabilities of the Company, such consideration to be satisfied by the Purchaser paying an amount equal to the market value of the Assets which amount shall be and remain a debt owing by the Purchaser to the Company repayable on demand and shall be non-interest bearing.
3. The form of the Transfer Agreement, which contains various other provisions, is attached hereto.

The amount of cash to be transferred to the person assisted is £ NIL

The value of any asset to be transferred to the person assisted is £ Nil. Any net assets that are transferred will be replaced, following the transfer, by an equal asset in the form of a receivable from Thomas and Carter Limited.

The date on which the assistance is to be given is 27 July 2000

*[Signature]* *[Signature]*

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

(a) [I/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) [REDACTED]  
[REDACTED]  
[REDACTED]\* (note 3)

And I/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 TALBOT HOUSE  
TALBOT COURT  
London EC3V 0BB

Declarants to sign below

Day    Month    Year

on

2	7	0	7	2	0	0	0
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before me M. J. Dunch

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

M. J. Wisdom

## 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  
CF4 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies  
37 Castle Terrace  
Edinburgh  
EH1 2EB

# SHERWOODS

Registered Auditors

Chartered Certified Accountants

251a Queensway, Bletchley, Milton Keynes MK2 2EH

Tel: 01908 277 577 Fax: 01908 277 677 email: sherwoods\_accountants@msn.com

## Report of the Auditors

To the Directors of

Straightpride Limited

Pursuant to Section 156 (4) of the Companies Act 1985

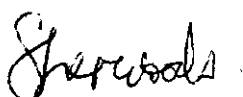
We have examined the attached statutory declaration of the directors of Straightpride Limited dated *27 July* 2000 in connection with the proposal that the company should give financial assistance for the purchase of the entire share capital of the company by Thomas and Carter Limited.

### Basis of Opinion

We have enquired into the state of the company's affairs in order 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.



SHERWOODS  
*27* July 2000

DATED 27 July 2000

## HIVE-UP AGREEMENT RELATING TO THE BUSINESS OF STRAIGHTPRIDE LIMITED

Between

**Straightpride Limited (1)**

and

**Thomas and Carter Limited (2)**

We hereby certify this to  
be a true and correct copy  
of the original  
*Moore & Blatch*  
Moore and Blatch  
2/8/00

**MOORE &  
BLATCH**

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SOLICITORS

11 THE AVENUE, SOUTHAMPTON, SO17 1XF

TEL: 01703 718000

THIS AGREEMENT is made the 27 day of July 2000.

BETWEEN:

- (1) Straightpride Limited (Registered No. 03355290) whose registered office is at White Horse Court, 25C North Street, Bishops Stortford, Hertfordshire CM23 2LD ("**Straightpride**"); and
- (2) Thomas and Carter Limited (Registered No. 3332667) whose registered office is at 3<sup>rd</sup> Floor, 55 Gower Street, London WC1E 6HQ ("**Thomas and Carter**")

together, the "**Parties**".

RECITALS:

- (A) Straightpride is a wholly owned subsidiary of Thomas and Carter.
- (B) Straightpride has agreed to transfer all its assets and business to Thomas and Carter on the terms set out in this Agreement and Thomas and Carter has also agreed to assume the liabilities of Straightpride on the terms of this Agreement.

IT IS THEREFORE AGREED as follows:

## 1. Definitions and Interpretation

### 1.1 In this Agreement:

"**Assets**" means all the freehold property and assets of Straightpride, whatever their nature (including but not limited to goodwill), as at the Transfer Date;

"**Business**" means the business carried on by Straightpride as at the Transfer Date;

"**Contracts**" means all the contracts to which Straightpride is a party and which relate to the Business and are unperformed (wholly or partly) at the Transfer Date but excluding contracts with the Employees and the Leases, and "**Contract**" means any one of the Contracts;

"**Creditors**" means all amounts owing by Straightpride in connection with the Business at the Transfer Date (whether or not invoiced and whether or not due and payable at that time);

"**Employees**" means the employees employed in the Business at the Transfer Date;

"**Encumbrance**" means a debenture, mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption, third party right or interest, other encumbrance or security interest of any kind, or another type of preferential arrangement (including, without limitation, a title transfer or retention arrangement) having similar effect;

**"Freehold Property"** means the property described in part 1 of Schedule 1 subject to the leases referred to in part 2 of Schedule 1;

**"Liabilities"** means all liabilities and obligations of Straightpride including Creditors and liabilities in respect of the Contracts outstanding at the Transfer Date, and any further liabilities and obligations incurred by Straightpride after the Transfer Date;

**"Transfer Date"** means close of business on today's date;

1.2 In this Agreement a reference to:

1.2.1 A statutory provision include a reference to a statutory provision as modified or re-enacted or both from time to time before the date of this Agreement and any subordinate legislation made under the statutory provision before the date of this Agreement;

1.2.2 A person includes a reference to a body corporate, association or partnership or to a person's legal personal representatives and successors;

1.2.3 A clause paragraph or schedule, unless the context otherwise requires, is a reference to a clause or paragraph of or schedule to this Agreement; and

1.2.4 a document is a reference to that document as from time to time supplemented or varied.

1.3 The headings in this Agreement do not affect its interpretation.

1.4 Words denoting the singular shall include the plural and vice versa.

1.5 The masculine gender includes the feminine and neuter and vice versa.

## 2. **Transfer of the Assets**

2.1 Subject to the terms and conditions of this Agreement, Straightpride shall sell the Business as a going concern together with its Assets with effect from the Transfer Date and Thomas and Carter shall purchase the Business as a going concern and the Assets with effect from the Transfer Date.

2.2 The Assets are sold subject to and with the benefit of all or any rights, restrictions, covenants, conditions, agreements or Encumbrances affecting the same or any part or parts thereof.

2.3 Title to and risk in all Assets shall be deemed to have passed to Thomas and Carter on the Transfer Date.

2.4 Title in the Freehold Property shall pass to Thomas and Carter in accordance with the provisions of clause 6.

### 3. **Consideration**

- 3.1 The consideration for the sale and purchase hereunder shall be the market value of the Assets as at the Transfer Date subject to adjustment downwards by an amount equal to the amount of the Net Liabilities (as such term is defined in an agreement for the acquisition of shares in Straightpride dated today's date between J P Barker and others and Thomas and Carter (the "**Share Acquisition Agreement**")) and the amount of any interest as specified in clause 3.7 of the Share Acquisition Agreement (the "**Consideration**").
- 3.2 The Consideration shall be satisfied by Thomas and Carter paying an amount equal to the market value of the Assets which amount shall be and shall remain a debt owing by Thomas and Carter to Straightpride repayable on demand and shall be non-interest bearing.

### 4. **Liabilities**

- 4.1 Thomas and Carter shall assume responsibility for the Liabilities and hereby agrees to indemnify and keep indemnified Straightpride from and against all actions, proceedings, costs, claims, demands, expenses or liabilities arising out of or in connection with the Liabilities.

### 5. **Employees**

- 5.1 Thomas and Carter Limited agrees and acknowledges that the employment of the Employees as at the Transfer Date shall not be terminated but shall continue to have effect as if originally made between the employees and Thomas and Carter in accordance with and save as may be otherwise provided by the Transfer of Undertakings (Protection of Employment) Regulations 1981.
- 5.2 Thomas and Carter shall indemnify and keep indemnified Straightpride from and against all actions, proceedings, costs, claims, demands, expenses or liabilities which it may suffer or incur in relation to the Employees, whether pursuant to the Regulations or otherwise.

### 6. **Execution of Documents**

The parties to the Agreement shall on the Transfer Date execute a Transfer in respect of the Freehold Property.

### 7. **VAT**

- 7.1 The parties intend that Section 49 of the Value Added Tax Act 1994 and Article 5 of the Value Added Tax (Special Provisions) 1995 shall apply to the transfer of the Business and the parties shall use all reasonable endeavours to secure that the sale of the Business is treated as neither a supply of goods nor a supply of services for the purposes of VAT.
- 7.2 It is hereby agreed that the consideration for the transfer of the Assets is stated exclusive



of VAT but in the event that VAT is chargeable on the transfer of the whole or any part of the Business pursuant to this Agreement that Thomas and Carter shall pay to Straightpride an amount equal to the VAT payable in respect of the same together with any penalty or interest incurred for late payment of such tax (if any) against delivery by Straightpride of an appropriate VAT invoice.

**8. Title and Further Assurance**

- 8.1 Straightpride shall take all reasonable steps and co-operate fully with Thomas and Carter and shall execute all such documents as are within its power to execute so as to ensure that Thomas and Carter obtains the full benefit of the Business and the Assets and shall use all reasonable endeavours to procure that any other necessary party shall execute all such documents and do all such acts and things as may reasonably be required by Thomas and Carter for securing to or vesting in Thomas and Carter the legal and beneficial ownership of the Assets in accordance with the terms and conditions of this Agreement.
- 8.2 Insofar as the Assets comprise the benefits of contracts which cannot effectively be assigned to Thomas and Carter without the consent of a third party or except by an agreement of novation:-
- 8.2.1 Straightpride (if so requested by Thomas and Carter) shall and Thomas and Carter shall use all reasonable endeavours to obtain such consent or to procure a novation; and
- 8.2.2 unless and until such consent is obtained or such Contracts or rights are novated Straightpride shall procure that it shall hold the benefit of such Contracts or rights on trust for Thomas and Carter and shall account to it forthwith in respect of any monies received by Straightpride in respect of such Contracts and Thomas and Carter shall, at its own cost and for its own benefit, perform all the obligations of Straightpride arising thereunder after the Transfer Date; and
- 8.2.3 if such consent or novation is not obtained, Straightpride will co-operate with Thomas and Carter in any reasonable arrangements designed to provide for Thomas and Carter the benefits under any Contracts, including enforcement at the cost and for the account of Thomas and Carter of any and all rights of Straightpride against the other party or otherwise.
- 9.3 Straightpride declares itself a trustee for Thomas and Carter with effect from the Transfer Date in respect of all Assets the subject of this clause until such time as they shall have been finally assigned to or novated with Thomas and Carter with any necessary consents from third parties.
- 9.4 Straightpride will use its best endeavours to make available to Thomas and Carter the benefit of all insurances effected by it in relation to the Assets and shall immediately after the date of this Agreement notify its insurers of the transfer of the Assets and interest therein to Thomas and Carter.

10. **Governing Law**


The Agreement shall be construed in accordance and governed by the laws of England and Wales and the parties hereto hereby submit to the exclusive jurisdiction of the courts of England and Wales.

11. **Counterparts**

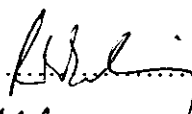
- 11.1 This Agreement may be executed in any number of counterparts and by the parties on different counterparts, but shall not be effective until each party has executed at least one counterpart.
- 11.2 Each counterpart shall constitute an original of this Agreement but all the counterparts shall together constitute one and the same Agreement.

IN WITNESS whereof this Agreement has been signed the date first before written

SIGNED by  
for and on behalf of  
**Straightpride Limited**

)  
)  
) 

in the presence of:

 .....

Witness name:

LP BAILEY .....

Witness address:

11 THE AVENUE, SOUTHAMPTON .....

SIGNED by )  
for and on behalf of )  
Thomas and Carter Limited )



in the presence of: .....  .....

Witness name: ..... L. BAILEY .....

Witness address: ..... 11 THE AVENUE, SOUTHAMPTON .....

### **SCHEDULE 1 PART 1**

13-15 North Pole Road, London W12 being all that land registered at HM Land Registry with title number NGL477712

### **SCHEDULE 1 PART 2**

Leases to which the freehold property at 13-15 North Pole Road, London W12 is subject

1. First floor flat 1 being dated 16 April 1999 and made between Straightpride Limited (1) and Simon Robert Heaton (2) for a term of 125 years from 24 June 1998;
2. First floor flat 2 being dated 12 May 1999 and made between Straightpride Limited (1) and Marcus Liam Frisby (2) for a term of 125 years from 24 June 1998;
3. First floor flat 3 being dated 15 January 1999 and made between Straightpride Limited (1) and Geraldine McClelland (2) for a term of 125 years from 24 June 1998;
4. Second floor flat 4 being dated 26 April 1999 and made between Straightpride Limited (1) and John Saul Adrian Battsek (2) for a term of 125 years from 24 June 1998; and
5. Second floor flat 5 being dated 21 December 1998 and made between Straightpride Limited (1) and Rowan Somerville (2) for a term of 125 years from 24 June 1998.

**SCHEDULE 2**  
**TRANSFER OF FREEHOLD PROPERTY**

**Transfer of whole  
of registered title(s)**

HM Land Registry

**TR1**

(if you need more room than is provided for in a panel, use continuation sheet CS and staple to this form)

**1. Stamp Duty**

Place "X" in the box that applies and complete the box in the appropriate certificate.

☐ I/We hereby certify that this instrument falls within category ☐ in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987

☐ It is certified that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of

£

**2. Title Number(s) of the Property** (leave blank if not yet registered).

NGL477712

**3. Property**

The North Pole 13-15 North Pole Road Kensington London W10

If this transfer is made under section 37 of the Land Registration Act 1925 following a not-yet-registered dealing with part only of the land in a title, or is made under rule 72 of the Land Registration Rules 1925, include a reference to the last preceding document of title containing a description of the property.

**4. Date**

**5. Transferor** (give full names and Company's Registered Number if any)

Straightpride Limited (Co. Reg.No. 3355290)

**6. Transferee for entry on the register** (Give full names and Company's Registered Number if any; for Scottish Co. Reg. Nos. use an SC prefix. For foreign companies give territory in which incorporated.)

Thomas and Carter Limited (Co. Reg. No. 3332667)

Unless otherwise arranged with Land Registry headquarters, a certified copy of the transferee's constitution (in English or Welsh) will be required if it is a body corporate but is not a company registered in England and Wales or Scotland under the Companies Acts.

**7. Transferee's intended address(es) for service in the U.K.** (including postcode) for entry on the register

10a Market Chambers High Street Toddington Bedfordshire LU6 5BY

**8. The Transferor transfers the property to the Transferee.**

**9. Consideration** (Place "X" in the box that applies. State clearly the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in the additional provisions panel.)

☐ The Transferor has received from the Transferee for the property the sum of (in words and figures)

☐ (insert other receipt as appropriate)

☐ The Transfer is not for money or anything which has a monetary value

10. The Transferor transfers with (place "X" in the box which applies and add any modifications)

☒ full title guarantee      ☐ limited title guarantee

11. Declaration of trust *Where there is more than one transferee, place "X" in the appropriate box.*

- ☐ The transferees are to hold the property on trust for themselves as joint tenants.  
☐ The transferees are to hold the property on trust for themselves as tenants in common in equal shares.  
☐ The transferees are to hold the property (complete as necessary)

12. Additional Provision(s) *Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations etc*

The Transferee hereby covenants with the Transferor to observe and perform the obligations of the Landlord in the Leases referred to in the Charges Register of the above numbered title and to indemnify the Transferor against any future breach or non-performance thereof

13. *The Transferors and all other necessary parties should execute this transfer as a deed using the space below. Forms of execution are given in Schedule 3 to the Land Registration Rules 1925. If the transfer contains transferees' covenants or declarations or contains an application by them (e.g. for a restriction), it must also be executed by the Transferees.*

Signed as a deed by Straightpride  
Limited acting by two directors

Sign here

Director

Director

Signed as a deed by Thomas and Carter  
Limited acting by two directors

Sign here

Director

Director