



Declaration in relation to assistance for the acquisition of shares

155(6)(a)

Please 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 lettering**

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

For official use

Company number

--	--	--

526183

Name of company

* **WEST KENT COLD STORAGE COMPANY LIMITED**

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

I/We Ø See Attached Schedule 1

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

† 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) ~~XXXXX [recognised bank] [linked position]† within the meaning of the Banking Act 1979~~

(b) that of expansion and fixed index section XXXXX National Companies XXXXX on insurance XXXXX on the fixed index bonds

(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 **Ewart (Southern)**]

Limited]†

The assistance is for the purpose of [that acquisition][~~acquiring or discharging a liability incurred for the purpose of that acquisition~~].†

The number and class of the shares acquired or to be acquired is: **1000 ordinary shares of £1 each**

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

**Taylor Joynson Garrett
Carmelite
50 Victoria Embankment
Blackfriars
London EC4Y 0DX
Ref: SWL**

For official Use
General Section



A29
COMPANIES HOUSE

0581
13/05/00

COMPANIES HOUSE

09/05/00

The assistance is to be given to: (note 2) Centurion Storage Limited of 65 Kingsway, London WC2B 6QT, Morgan Stanley Mortgage Servicing Limited of 25 Cabot Square, Canary Wharf, London E14 4QA, Electra Property Partners (GP) Limited of 65 Kingsway, London WC2B 6QT, Morgan Stanley Dean Witter Mortgage Capital Inc of 1585 Broadway, New York, NY10036 USA and Electra Fairmile Property Partners Limited Partnership of 65 Kingsway, London WC2B 6QT

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 attached Schedule 2

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

† delete as appropriate

Centurion Storage Limited

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

See attached schedule 3

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

The date on which the assistance is to be given is 28/4/2000

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

I/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) [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) ~~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)~~

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 Firm Food Commerce
Blackfriars London

Declarants to sign below

on

Day	Month	Year
28	07	2010

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.

[Signature]
Julian C. A. R. J.
[Signature]

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

SCHEDULE 1


List of Directors

Julian Christopher Alexander Rooth of 76 Grandison Road, London SW11 6LN

Jonathan Richard Elder Tinker of Shoelands Farm House, Seale, Farnham, Surrey GU10 1HL

Christopher John Sturman of Elm Way, Elm Lane, Tonbridge, Kent TN10 3DR

This is schedule 1 referred to in the Form 155(6)(a) declared by the Directors of West Kent Cold Storage Company Limited on 28 April 2000

Signed 
Solicitor

SCHEDULE 2

Form of Financial Assistance

1. a debenture (the "Debenture") to be entered into between West Kent Storage Company Limited ("WKCS") and Morgan Stanley Mortgage Servicing Limited (the "Security Trustee") to secure the payment and discharge of all present and future obligations and liabilities whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever of Centurion Storage Limited ("Centurion") and/or WKCS to all or any of the Secured Parties (being Morgan Stanley Dean Witter Mortgage Capital Inc. ("MSDWMCI") and any other party designated as a Secured Party from time to time in writing by MSDWMCI and their respective successors and assignees) from time to time under each Finance Document (as defined therein) (except for any obligation which if it were so included, would result in the Debenture contravening Section 151 of the Companies Act 1985) (the "Secured Liabilities");
2. a debenture (the "Second Debenture") to be entered into between WKCS and Electra Property Partners (GP) Limited (the "General Partner") (as general partner of The Electra Fairmile Property Partners Limited Partnership (the "Partnership")) to secure the payment and discharge of all present and future obligations and liabilities whether actual or contingent or whether owned jointly or severally or in any other capacity whatsoever of Centurion and/or WKCS to all or any of the Noteholders (as defined therein) from time to time under each Finance Document (as defined therein) (except for any obligations which if it were so included, would result in the Second Debenture contravening section 151 of the Companies act 1985) (the "Electra Secured Liabilities");
3. an intra-group loan agreement (the "Intra-Group Loan Agreement") to be entered into between, inter alia, Centurion as Lender and Ewart (Southern) Limited ("Ewart") and WKCS as borrowers to enable WKCS to repay Indebtedness owed to Dunloe Ewart Finance B.V. and for other purposes permitted therein;
4. a subordination and security trust agreement (the "Subordination Agreement") to be entered into between the General Partner (1), Centurion (2), Ewart (3), WKCS (4), MSDWMCI (5) and the Security Trustee (6) governing the rights of creditors in Centurion, Ewart and WKCS.

This is schedule 2 referred to in the Form 155(6)(a) declared by the Directors of West Kent Cold Storage Company Limited on 28 Apr 2000.

Signed

Solicitor

SCHEDULE 3

Principal terms in which the financial assistance will be given

1. Under the Debenture WKCS, as a continuing security for the Secured Liabilities with full title guarantee, charges:
 - (a) by way of a first legal mortgage:
 - (i) the Property (as defined therein); and
 - (ii) all estates or interests in any freehold or leasehold property (except any Security Assets (as defined therein) specified in paragraph (a)(i)) now or hereafter belonging to it;
 - (b) by way of first fixed charge:
 - (i) (to the extent that they are not the subject of a mortgage under paragraph (a) above) all estates or interests in any freehold or leasehold property now or hereafter belonging to it;
 - (ii) all plant and machinery owned by WKCS and its interest in any plant or machinery in its possession;
 - (iii) all moneys standing to the credit of any account with any person and the debts represented by them;
 - (iv) all benefits in respect of the Insurances (as defined therein) and all claims and returns of premiums in respect of them;
 - (v) all of WKCS's book and other debts, the proceeds of the same and all other moneys due and owing to WKCS and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing;
 - (vi) its goodwill;
 - (vii) the benefit of all licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any Security Asset (as defined therein) specified in any other sub-paragraph of clause 2.1 of the Debenture and the right to recover and receive all compensation which may be payable to it in respect of them;
 - (viii) its uncalled capital;
 - (ix) its rights under the Management Services Agreement (as defined therein);
 - (c) by way of a floating charge all of WKCS' assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage or charge or assignment.

2. Under the Second Debenture WKCS, as a continuing security for the Electra Secured Liabilities with full title guarantee, charges:
- (a) by way of a first legal mortgage:
 - (i) the Property (as defined therein); and
 - (ii) all estates or interests in any freehold or leasehold property (except any Security Assets (as defined therein) specified in paragraph (a)(i)) now or hereafter belonging to it;
 - (b) by way of first fixed charge:
 - (i) (to the extent that they are not all the subject of a mortgage under paragraph (a) above) all estates or interests in any freehold or leasehold property now or hereafter belonging to it;
 - (ii) all plant and machinery owned by WKCS and its interest in any plant or machinery in its possession;
 - (iii) all moneys standing to the credit of any account with any person and the debts represented by them;
 - (iv) all benefits in respect of the Insurances (as defined therein) and all claims and returns of premiums in respect of them;
 - (v) all of WKCS' book and other debts, the proceeds of the same and all other moneys due and owing to WKCS and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing;
 - (vi) its goodwill;
 - (vii) the benefit of all licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any Security Asset (as defined therein) specified in any other sub-paragraph of clause 2.1 of the Second Debenture and the right to recover and receive all compensation which may be payable to it in respect of them;
 - (viii) its uncalled capital;
 - (ix) its rights under the Management Services Agreement (as defined therein);
 - (c) by way of a floating charge all of WKCS' assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage or charge or assignment.
3. Under the Intra-Group Loan Agreement WKCS undertakes to make such repayments to Centurion in respect of the Loan (as defined therein).

4. Under the Subordination Agreement WKCS acknowledges that the Subordinated Lender's (as defined therein) rights are subordinated to the Security Trustee and the Secured Parties (as defined therein) and WKCS will not unless otherwise agreed by the Security Trustee:
- (a) secure all or any part of the Subordinated Liabilities (as defined therein) except by way of the Subordinated Lender's Security;
 - (b) redeem, purchase or otherwise acquire any of the Subordinated Liabilities; or
 - (c) repay or prepay any, or pay any interest, fees or commissions (but without prejudice to accrual thereof) on, or by reference to, any of the Subordinated Liabilities otherwise than in accordance with the terms of the Subordination Agreement;
 - (d) take or omit to take any action whereby the subordination of the Subordinated Liabilities or any part thereof to the Senior Liabilities (as defined therein) might be terminated, impaired or adversely affected.

This is schedule 3 referred to in the Form 155(6)(a) declared by the Directors of West Kent Cold Storage Company Limited on 2nd April 2000.

Signed

Solicitor

The Directors
West Kent Cold Storage Company Limited
Arctic House
Rye Lane
Dunton Green
Sevenoaks
Kent TN14 5HB

28 April 2000

Dear Sirs

Auditors' Report to the directors of West Kent Cold Storage Company Limited ("the Company") pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors dated 28 April 2000 in connection with the proposal that the Company should give financial assistance for the purchase of 1,000 of the ordinary shares of 100.00 pence each of Ewart (Southern) Limited, the Company's parent company.

Basis of opinion

We have enquired into the state of the Company's affairs so far as is 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

BDO Stoy Hayward

BDO Stoy Hayward
Chartered Accountants and Registered Auditors
Epsom, Surrey