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COMPANIES FORM No. 155(6)a

155(6)a

Declaration in relation to  
assistance for the acquisition  
of shares.

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

For official use

Company number

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2658495

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

Name of company

\* Cainskills Limited

\*Insert full name  
of company

I/We†

see Schedule 1

†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) ~~that of a recognised bank, licensed institution or 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~~ ‡  
XXXXXXXXXXXXXXXXXXXX

(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 Shorterm Group 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: ~~entire issued share~~  
~~capital~~

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

Osborne Clarke  
Apex Plaza  
Reading  
RG1 1AX

For official use  
General Section

Post room



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

Oval (1368) Limited (3635466)

30 Queen Charlotte Street, Bristol BS99 7QQ

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 Schedule 2

The person who ~~has acquired~~ [will acquire]\* the shares is:

Oval (1368) Limited

30 Queen Charlotte Street, Bristol BS99 7QQ

\*Delete as  
appropriate

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

see 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 the date hereof or within 8 weeks  
of the date hereof 19

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 have 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 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 Osborne Clarke,  
Apex Plaza, Reading RG1 1AX

the 10<sup>th</sup> day of February

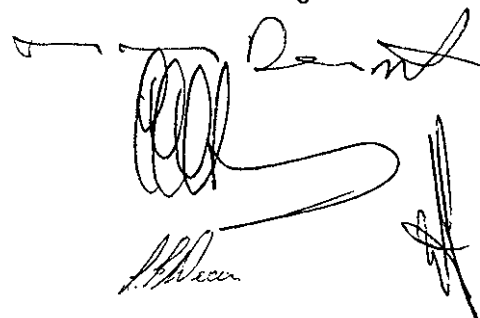
One thousand nine hundred and ninety nine

before me Anita Shah (Solicitor)

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

AAShah

Declarants to sign below

The block contains three handwritten signatures. The first signature is a large, stylized cursive 'D'. The second signature is a cursive 'A'. The third signature is a cursive 'S'. There is also a small, illegible mark to the right of the 'A' 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.



**Auditors' report to the directors of Cainskills Limited pursuant to section 156(4) of the Companies Act 1985**

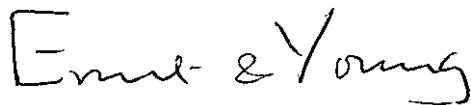
We have examined the attached statutory declaration of the directors of Cainskills Limited ("the Company") dated 10 February 1999 in connection with the proposal that the Company should give financial assistance for the purchase of the whole of the issued share capital of its parent company, Shorterm Group 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.



Ernst & Young  
Registered Auditor  
Reading  
10 February 1999

# **Schedule 1**

## **Directors' Details**

Mary Margaret Dempster	Heathcot, Brandy Bottom, Cricket Hill, Yately, Camberley, Surrey GU7 7BE
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William Farquhar	130 The Greenway, Colindale, London NW9 5AP
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James Clarke	18 Caledon Road Beaconsfield Buckinghamshire HP9 2BX
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Leonard Weaver	Crab Apple Court Oxshot Road Leatherhead Surrey KT22 0DQ
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## Schedule 2

### Form of Financial Assistance

#### ("the Company" - Cainskills Limited)

1. The execution by the Company of the following and the Company complying with and fulfilling its obligations thereunder:
  - (a) a facility agreement (the "Facility Agreement") between Oval (1368) Limited ("the Borrower") (1) various companies including the Company (2) and Crédit Agricole Indosuez ("the Bank") for the provision of a £4,000,000 term loan facility. Pursuant to the terms of the Facility Agreement, the Borrower will use the facility to acquire the entire issued share capital of Shorterm Group Limited. Under the terms of the Facility Agreement the Company gives certain representations and warranties, undertakings, covenants and indemnities;
  - (b) a guarantee and debenture (the "Debenture") to be entered into between the Borrower (1) various companies including the Company (2) and the Bank (3) to secure all monies from time to time owing by the Borrower or the Company to the Bank including the obligations of the Borrower incurred and/or contemplated by the Facility Agreement;
  - (c) a subordination deed (the "Subordination Deed") between the Bank (1) 3i Group plc and various of its companies and funds as defined therein ("the Investors") (2) James Clarke and Leonard Weaver ("the Managers") (3) Oval (1368) Limited (4) and various companies including the Company (5), inter alia, subordinating payments due from time to time to the Managers and to the Investors to payments due to the Bank;
  - (d) a support deed (the "Support Deed") between the Borrower (1) various companies including the Company (2) and the Investors (3), pursuant to which the Company will provide funds to the Borrower to enable it to meet its obligations to the Bank;

### Schedule 3

#### Principal Terms

##### ("the Company" - Cainskills Limited)

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

2. that pursuant to the terms of the Facility Agreement the Company gives various representation and warranties, undertaking and covenants and indemnities to the Bank, jointly and severally with the Borrower which will influence the Bank in making the facility available towards financing the purchase of the entire issued share capital of Shortterm Group Limited.
3. that pursuant to the terms of the Debenture, the Company:
  - (a) covenants that it will pay or discharge to the Bank all money and liabilities which shall from time to time be due owing or incurred by the Company to the Bank in connection with the Facility Agreement and other finance documents referred to in the Debenture;
  - (b) covenants and guarantees that it will pay or discharge to the Bank all money and liabilities which shall from time to time be due owing or incurred by any other Obligor (as defined in the Facility Agreement) (including, without limitation, monies borrowed by the Borrower for the purpose of the acquisition of Shortterm Group Limited) to the Bank in connection with the Facility Agreement and the other finance document referred to in the Debenture;
  - (c) with full title guarantee, charges by way of first legal mortgage and first legal charge various specific assets (including freehold and leasehold property, book debts, other monetary debt and claims, stocks shares, goodwill, patents, trade marks and other intellectual property and the benefit of rights and claims under contracts) and by way of floating charge all of its undertaking and all its property and assets whatsoever and wheresoever, both present and future.
4. that pursuant to the terms of the Subordination Deed the parties agree their respective rights and the respective subordination of the loans held or to be held by the Bank (under the Facility Agreement), the Investors (under the Investment Agreement between Oval (1368) Limited (1) the Managers (2) and the Investors (3)), the Managers (under the articles of association of Oval (1368) Limited) and the Company gives certain covenants in support of such agreement.



5. that under the Support Deed the Company, inter alia, agrees on certain conditions to make advances to the Borrower. The advances to the Borrower will be used to pay interest and repay the principal due under the Investment Agreement.