

COMPANIES FORM No. 155(6)a

Glasgow, G2 2RZ

0141 221 8251

DX GW 120

# Declaration in relation to assistance for the acquisition of shares.



iease do not rite in this Pursuant to section 155(6) of the Companies Act 1985

argin							
icase complete gibly, preferably t black type, or old block lettering	To the Registrar of Companies		For official use	Company number 3626007			
iote	Name of company						
icase read the otes on page 3 efore completing :: form	* Biggart Donald (London)	Limited					
insert full name	XXVet William Biggart of Ro	wanknoll, Glenca	airn Road, Kil	.macolm,			
of company insert name(s) and address(es) of all the directors	Renfrewshire, Ghill Donald of 70 Crown Road North, Glasgow,						
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	(a) that of a [recognised bank] [lice	-	Ü	<b>G</b>			
is inappropriate	(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 <sup>‡</sup>						
	(c) something other than the above ‡						
	The company is proposing to give financial assistance in connection with the acquisition of shares in the <del>[company]</del> [company's holding company						
	]						
	The assistance is for the purpose of [that acquisition] [reducing or discharging a liability-incurred fo						
	the purpose of that-acquisition].						
	The number and class of the shares acquired or to be acquired is: 25,000 A Ordinary Shares						
	of £1 each, 18,389 B Ordinary Shares of £1 each, 6,611 C Ordinary Shares of						
	£1 each and 661,100 D Ordinary Shares of £0.01 each						
	Presentor's name, address and	For official use					
	reference (if any): Boyds Solicitors 146 West Regent Street	General Section					

COMPANIES HOUSE

08/01/00

in black type, o	ne assistance is to be given to: (note 2) Biggart Donald Group Limited, a limited	write in
bibly perior in block type, obditional me assistance will take the form of:  Biggart Donald (London) Limited will enter into a guarantee in favour of the Royal Bank of Scotland plc ("the Bank") in terms of which Biggart Donald (London) Limited will quarantee to the Bank the due payment by Biggart Donald Group Limited of all monies due by Biggart Donald Group Limited to the Bank.  Biggart Donald (London) Limited will also grant a Debenture to the Bank.  Biggart Donald Group Limited (No. 202026) Whose registered office is at  "Delete as appropriate  "Delete as appropriate  The guarantee in favour of the Bank is unlimited as to amount in respect of all the obligations of Biggart Donald Group Limited to the Bank.  The Debenture in favour of the Bank is in respect of all sums due.  The Debenture includes a Floating Charge in favour of the Bank and is unlimited as to amount in respect of all the obligations of Biggart Donald Group Limited to the Bank.	company having its registered office at 123 Eldersile Street, Glasgov	·
Riggart Donald (London) Limited will enter into a guarantee in favour of the Royal Bank of Scotland plc ("the Bank") in terms of which Biggart Donald (London) Limited will guarantee to the Bank the due payment by Biggart Donald Group Limited to the Bank.  Biggart Donald (London) Limited will also grant a Debenture to the Bank.  Biggart Donald Group Limited (No. 202026) whose registered office is at 123 Elderslie Street, Glasgow, G3 7AR  The guarantee in favour of the Bank is unlimited as to amount in respect of all the obligations of Biggart Donald Group Limited to the Bank.  The Debenture in favour of the Bank is in respect of all sums due.  The Debenture includes a Floating Charge in favour of the Bank and is unlimited as to amount in respect of all the obligations of Biggart Donald Group Limited to the Bank.		legibly, preferabl
Biggart Donald (London) Limited will enter into a guarantee in favour of The Royal Bank of Scotland plc ("the Bank") in terms of which Biggart Donald (London) Limited will guarantee to the Bank the due payment by Biggart Donald Group Limited of all monies due by Biggart Donald Group Limited to the Bank.  Biggart Donald (London) Limited will also grant a Debenture to the Bank.  Biggart Donald (London) Limited will also grant a Debenture to the Bank.  Biggart Donald Group Limited (No.202026) whose registered office is at  123 Elderslie Street, Glasgow, G3 7AR  Be principal terms on which the assistance will be given are:  The guarantee in favour of the Bank is unlimited as to amount in respect of all the obligations of Biggart Donald Group Limited to the Bank.  The Debenture includes a Floating Charge in favour of the Bank and is unlimited as to amount in respect of all the obligations of Biggart Donald Group Limited to the Bank.		bold block letteri
Biggart Donald (London) Limited will enter into a guarantee in favour of The Royal Bank of Scotland plc ("the Bank") in terms of which Biggart Donald (London) Limited will guarantee to the Bank the due payment by Biggart Donald Group Limited of all monies due by Biggart Donald Group Limited to the Bank.  Biggart Donald (London) Limited will also grant a Debenture to the Bank.  Biggart Donald (London) Limited will also grant a Debenture to the Bank.  Biggart Donald Group Limited (No.202026) whose registered office is at  123 Elderslie Street, Glasgow, G3 7AR  Be principal terms on which the assistance will be given are:  The guarantee in favour of the Bank is unlimited as to amount in respect of all the obligations of Biggart Donald Group Limited to the Bank.  The Debenture includes a Floating Charge in favour of the Bank and is unlimited as to amount in respect of all the obligations of Biggart Donald Group Limited to the Bank.		
The Royal Bank of Scotland plc ("the Bank") in terms of which Biggart Donald (London) Limited will quarantee to the Bank the due payment by Biggart Donald Group Limited of all monies due by Biggart Donald Group Limited to the Bank.  Biggart Donald (London) Limited will also grant a Debenture to the Bank.  Biggart Donald (London) Limited will also grant a Debenture to the Bank.  Biggart Donald Group Limited (No. 202026) whose registered office is at seproprise  123 Elderslie Street, Glasgow, G3 7AR  The guarantee in favour of the Bank is unlimited as to amount in respect of all the obligations of Biggart Donald Group Limited to the Bank.  The Debenture in favour of the Bank is in respect of all sums due.  The Debenture includes a Floating Charge in favour of the Bank and is unlimited as to amount in respect of all the obligations of Biggart Donald Group Limited to the Bank.	ne assistance will take the form of:	
The Royal Bank of Scotland plc ("the Bank") in terms of which Biggart Donald (London) Limited will quarantee to the Bank the due payment by Biggart Donald Group Limited of all monies due by Biggart Donald Group Limited to the Bank.  Biggart Donald (London) Limited will also grant a Debenture to the Bank.  Biggart Donald (London) Limited will also grant a Debenture to the Bank.  Biggart Donald Group Limited (No. 202026) whose registered office is at seproprise  123 Elderslie Street, Glasgow, G3 7AR  The guarantee in favour of the Bank is unlimited as to amount in respect of all the obligations of Biggart Donald Group Limited to the Bank.  The Debenture in favour of the Bank is in respect of all sums due.  The Debenture includes a Floating Charge in favour of the Bank and is unlimited as to amount in respect of all the obligations of Biggart Donald Group Limited to the Bank.		
Biggart Donald Group Limited (No.202026) whose registered office is at  123 Elderslie Street, Glasgow, G3 7AR  The guarantee in favour of the Bank is unlimited as to amount in respect of all the obligations of Biggart Donald Group Limited to the Bank.  The Debenture in favour of the Bank is in respect of all sums due.  The Debenture includes a Floating Charge in favour of the Bank and is unlimited as to amount in respect of all the obligations of Biggart Donald Group Limited to the Bank.	The Royal Bank of Scotland plc ("the Bank") in terms of which Bigg Donald (London) Limited will guarantee to the Bank the due payment Biggart Donald Group Limited of all monies due by Biggart Donald G. Limited to the Bank.	art by roup
Biggart Donald Group Limited (No.202026) whose registered office is at  123 Elderslie Street, Glasgow, G3 7AR  The guarantee in favour of the Bank is unlimited as to amount in respect of all the obligations of Biggart Donald Group Limited to the Bank.  The Debenture in favour of the Bank is in respect of all sums due.  The Debenture includes a Floating Charge in favour of the Bank and is unlimited as to amount in respect of all the obligations of Biggart Donald Group Limited to the Bank.		
Biggart Donald Group Limited (No.202026) whose registered office is at  123 Elderslie Street, Glasgow, G3 7AR  The principal terms on which the assistance will be given are:  The guarantee in favour of the Bank is unlimited as to amount in respect of all the obligations of Biggart Donald Group Limited to the Bank.  The Debenture in favour of the Bank is in respect of all sums due.  The Debenture includes a Floating Charge in favour of the Bank and is unlimited as to amount in respect of all the obligations of Biggart Donald Group Limited to the Bank.	ne person who [has acquired] [will acquire]* the shares is:	* Dalete ac
The guarantee in favour of the Bank is unlimited as to amount in respect of all the obligations of Biggart Donald Group Limited to the Bank.  The Debenture in favour of the Bank is in respect of all sums due.  The Debenture includes a Floating Charge in favour of the Bank and is unlimited as to amount in respect of all the obligations of Biggart Donald Group Limited to the Bank.	Biggart Donald Group Limited (No.202026) whose registered office is a	
The guarantee in favour of the Bank is unlimited as to amount in respect of all the obligations of Biggart Donald Group Limited to the Bank.  The Debenture in favour of the Bank is in respect of all sums due.  The Debenture includes a Floating Charge in favour of the Bank and is unlimited as to amount in respect of all the obligations of Biggart Donald Group Limited to the Bank.	123 Elderslie Street, Glasgow, G3 7AR	
The guarantee in favour of the Bank is unlimited as to amount in respect of all the obligations of Biggart Donald Group Limited to the Bank.  The Debenture in favour of the Bank is in respect of all sums due.  The Debenture includes a Floating Charge in favour of the Bank and is unlimited as to amount in respect of all the obligations of Biggart Donald Group Limited to the Bank.		
The guarantee in favour of the Bank is unlimited as to amount in respect of all the obligations of Biggart Donald Group Limited to the Bank.  The Debenture in favour of the Bank is in respect of all sums due.  The Debenture includes a Floating Charge in favour of the Bank and is unlimited as to amount in respect of all the obligations of Biggart Donald Group Limited to the Bank.		
of all the obligations of Biggart Donald Group Limited to the Bank.  The Debenture in favour of the Bank is in respect of all sums due.  The Debenture includes a Floating Charge in favour of the Bank and is unlimited as to amount in respect of all the obligations of Biggart Donald Group Limited to the Bank.	ne principal terms on which the assistance will be given are:	
The Debenture includes a Floating Charge in favour of the Bank and is unlimited as to amount in respect of all the obligations of Biggart Donald Group Limited to the Bank.	The guarantee in favour of the Bank is unlimited as to amount in r of all the obligations of Biggart Donald Group Limited to the Bank	espect .
unlimited as to amount in respect of all the obligations of Biggart  Donald Group Limited to the Bank.	The Debenture in favour of the Bank is in respect of all sums due.	
ne amount of cash to be transferred to the person assisted is £ <u>Nil</u>	unlimited as to amount in respect of all the obligations of Biggar	t
ne amount of cash to be transferred to the person assisted is £ Nil		
ne amount of cash to be transferred to the person assisted is £ Nil		
ne amount of cash to be transferred to the person assisted is £ Nil		
ne amount of cash to be transferred to the person assisted is £ Nil	•	·
ne amount of cash to be transferred to the person assisted is £ Nil		
ne amount of cash to be transferred to the person assisted is £ Nil		
ne amount of cash to be transferred to the person assisted is £ Nil		
ie amount of cash to be transferred to the person assisted is t. 1122	an amount of each to be transferred to the person assisted in C. Ni I	
	ie amount of cash to be transferred to the betson assisted is t. With	· · ·
	e value of any asset to be transferred to the person assisted is £ Nil	

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]<sup>†</sup>(note 3)
- (b) [It is 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.1<sup>†</sup>(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_	146	Wesy	NEGENT	STNEET
	GLASO	w		
F-14-4 1	<del> </del>			
the 2014	_ day of_	PECE	<u> પાઉલ્પ</u>	
One thousand	d nine hur	ndred and	NIMET	7 -N (W6
before me	<u>ن. كلي</u>	unt V.	عنرسغ لا	18.
A Commission	James operfor (	www.	yr ≥~~ Uatanı Bubli	ਾਵ apriluption
the Peace or			•	

the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

Declarants to sign below

## **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.



Deloitte & Touche 17 Blythswood Square Glasgow G2 4AD Telephone: National 0141 248 5532 International + 44 141 248 5532 Fax (Gp. 3): 0141 248 6001

#### STRICTLY PRIVATE AND CONFIDENTIAL

The Directors
Biggart Donald (London) Limited
Stewart House
Elderslie Street
Glasgow
G3 7AR

....

# AUDITORS' REPORT TO THE DIRECTORS OF BIGGART DONALD (LONDON) LIMITED ("THE COMPANY") PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985

We have examined the attached statutory declaration of the directors dated 20 December 1999 in connection with the proposal that the Company should give financial assistance for the purchase of the entire share capital of its holding company, Biggart Donald Holdings 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 is unreasonable in all the circumstances.

Deloitte & Touche Registered Auditors 20 December 1999

Elate Sterde

Deloitte Touche Tohmatsu Aberdeen, Belfast, Birmingham, Bracknell, Bristol, Cambridge, Cardiff, Crawley, Edinburgh, Glasgow, Leeds, Leicester, Liverpool, London, Manchester, Milton Keynes, Newcastle upon Tyne, Nottingham, St Albans and Southampton.

Principal place of business at which a list of partners' names is available Stonecutter Court, 1 Stonecutter Street, London EC4A 4TR.