

# G

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

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

# 155(6)a

CHWP000

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

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4266884

Name of company

\* CAMBRIDGE GLASSHOUSE COMPANY LIMITED (the "Company")

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

\* insert full name of company

We  Steven Anthony Hinch of 7 Bakersfield, Wrawby, Brigg, Yorkshire, DN29 8SZ, David Charles Ross Hibbs of 10 Southwell Close, Beverley, North Humberside, HU17 8UP, and John Derrick Holland of 145 Stonehill, Castle Donnington, Derby, DE74 2LZ

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) that of a recognised bank~~ licensed institution† 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: 1,000 ordinary shares of £1 each

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

Ford & Warren Solicitors  
Westgate Point, Westgate  
Leeds, LS1 2AX  
Ref: RN/26412/1

For official Use (10/03)  
General Section

Post room



A56  
COMPANIES HOUSE

0547  
02/09/04

The assistance is to be given to: (note 2) Horndean Limited (company number 5103958) of 7 Bakersfield,  
Wrawby, Brigg, DN20 8SZ ("Horndean")

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:

Please see Annexure 1

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

† delete as  
appropriate

HORNDEAN

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

Please see Annexure 2

The amount of cash to be transferred to the person assisted is £ 724,000

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 eight weeks of the date hereof

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) ~~[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.]~~\* (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 Westgate Point, Westgate,  
Leeds, LS1 2AX

on      Day    Month    Year  
         24    05    2004

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

Declarants to sign below

*[Handwritten signatures: Foster, Holland, and another 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

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

**Annexure 1**  
**155(6)a - Cambridge Glasshouse Company Limited**

The assistance will take the form of:

1. the Company entering into a debenture in favour of the Governor and Company of the Bank of Scotland ("BoS") incorporating fixed and floating charges over all the Company's undertaking and assets and securing the payment and discharge of all of the Company's obligations to BoS (the "Debenture");
2. the entry into by the Company, Horndean, Ecotech (UK) Limited and Cambridge Scientific (UK) Limited of a cross guarantee in favour of BoS incorporating guarantees by the Company, Horndean, Ecotech (UK) Limited and Cambridge Scientific (UK) Limited (as guarantors) of all the liabilities and obligations of the Company, Horndean, Ecotech (UK) Limited and Cambridge Scientific (UK) Limited (as principals) in favour of BoS (the "Cross Guarantee");
3. the entry into by the Company and the performance of its obligations under a loan agreement to be made between the Company (as lender) and Horndean (as borrower) relating to the sum of £724,000 (the "Loan Agreement");
4. the entry into by the Company and the performance of its obligations under a consultancy agreement to be made between the Company, Jetpark Limited and Mike Kendall (the "Consultancy Agreement");
5. the entry into by the Company and the performance of its obligations under a compromise agreement to be made between the Company and Mike Kendall (the "Compromise Agreement");
6. the transfer of the following assets to Wallingfen Park Limited;
  - 6.1 FENDT tractor;
  - 6.2 laser levelling equipment;
  - 6.3 rotorvator equipment; and
  - 6.4 beaver tail truck;(the "Transfers");
7. the entry into by the Company and the performance of its obligation under a service agreement to be made between the Company (as employer) and Matthew Kendall (as employee) (the "Service Agreement"); and
8. the entry into by the Company and the performance of its obligations under a deed of assignment to be made between the Company (as assignor) and June Jarvis, Mike Kendall, Matthew Kendall and Sophie Kendall (as assignees) relating to the indebtedness of certain persons to the Company (the "Deed of Assignment").

**Annexure 2**  
**155(6)a - Cambridge Glasshouse Company Limited**

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

1. pursuant to the terms of the Debenture, the Company grants fixed and floating charges over all the Company's undertaking and assets in favour of BoS as security for the payment and discharge of all of the Company's obligations to BoS (under the Cross Guarantee or otherwise). The entry into of the Debenture is a condition to the provision of finance by BoS to Horndean for the purposes of completing the acquisition of shares in the Company;
2. pursuant to the terms of the Cross Guarantee, each of the Company, Horndean, Ecotech (UK) Limited and Cambridge Scientific (UK) Limited (as guarantor) guarantees to BoS the discharge and payment of all liabilities and obligations owed to BoS by each other (as principal). The entry into of the Cross Guarantee is a condition to the provision of finance by BoS to Horndean for the purposes of completing the acquisition of shares in the Company;
3. pursuant to the terms of the Loan Agreement, the Company will make a loan of £724,000 to Horndean, such loan to be repaid by 30 August 2008. The funds made available under the Loan Agreement will be used by Horndean to help fund the acquisition of shares in the Company;
4. pursuant to the terms of the Consultancy Agreement, the Company will engage Mike Kendall (via Jetpark Limited) as a consultant in consideration of the payment of fees specified in the Consultancy Agreement. The entry into of the Consultancy Agreement is a condition of the acquisition of shares in the Company;
5. pursuant to the terms of the Compromise Agreement, the Company and Mike Kendall agree that Mike Kendall's employment with the company was terminated on 16 August 2004, Mike Kendall agrees to compromise any claims he may have in relation to that termination of employment and the Company agrees to pay Mike Kendall the sum of £100 without deduction of tax or national insurance. The entry into of the Compromise Agreement is a condition of the acquisition of shares in the Company;
6. the assets listed will be transferred by the Company to Wallingfen Park Limited for nil consideration. The transfer of assets is a condition of the acquisition of shares in the Company;
7. pursuant to the terms of the Service Agreement, Matthew Kendall will be engaged as a sales manager by the Company. The Company will pay remuneration in the sum of £26,000 per annum (rising to £28,000 per annum from 1 October 2004). Matthew Kendall is one of the parties from whom Horndean will acquire shares in the Company; and
8. pursuant to the terms of the Deed of Assignment, the Company will assign certain debts owed to it, to June Jarvis, Mike Kendall, Matthew Kendall and Sophie Kendall. The entry into of the Deed of Assignment is a condition of the acquisition of shares in the Company.

# Integra

## **Financial Assistance: Auditors' Statutory Report**

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

We have examined the attached statutory declaration of the directors of Cambridge Glasshouse Company Limited ("the Company") in relation to a declaration by the directors of Cambridge Glasshouse Company Limited in respect of the financial assistance to be given by Cambridge Scientific (UK) Limited dated *24 August 2004* [

### *Basis of opinion*

We have inquired 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

**For and on behalf of Integra Corporate Finance Limited**

**Chartered Accountants & Registered Auditors**

SIGNED *Integra Corporate Finance Limited*

DATE *24/8/2004*