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CHFP004

COMPANIES FORM No. 155(6)a
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

3147492

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

* insert full name of
company
* insert name(s) and
address(es) of all
the directors

Name of company

* Ivanhoe Residential Home

Gaynor Lynne Saunders of 6 Oaklands Drive, Willerby, East Yorkshire, HU10 6BJ

† delete as
appropriate

§ delete whichever
is inappropriate

the sole director of the above company do solemnly and sincerely declare that

The business of the company is

(a) ~~that a recognised bank (or other credit institution) or the Treasury of the Republic of Ireland~~ 1979
(b) ~~that a person authorised under section 200A of the Insurance Companies Act 1982 to carry on~~

(c) something other than the above

The company is proposing to give financial assistance in connection with the acquisition of shares in the
company

Limited]

The assistance is for the purpose of that acquisition

The number and class of the shares acquired or to be acquired is 75 Ordinary £1 shares

Presenter's name address and
reference (if any)

For official Use
General Section

Post room

WEDNESDAY



A05

A9BY4ZWR

21/05/2008

178

COMPANIES HOUSE

Peapod Solutions Ltd

The assistance is to be given to (Note 2) Denestar Limited of 6 Oaklands Drive, Willerby,
East Yorkshire HU10 6BJ

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 Rider A

The person who will acquire the shares is †
Denestar Limited of 6 Oaklands Drive, Willerby, East Yorkshire HU10 6BJ

† delete as
appropriate

The principal terms on which the assistance will be given are

Please see Rider B

The amount of cash to be transferred to the person assisted is £ 0 00

The value of any asset to be transferred to the person assisted is £ 0.00

The date on which the assistance is to be given is within 8 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 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 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)

And I 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 SHEFFIELD

Declarants to sign below

Day Month Year
on

0	8	0	5	2	0	0	8
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before me BARKATALI RAJABALI WALJI (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

Hewitt & Co
41 Townhead St
Sheffield
S1 2EB

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

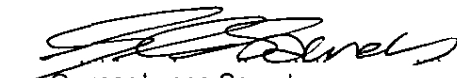
or, for companies registered in Scotland -

The Registrar of Companies
Companies House
37 Castle Terrace
Edinburgh
EH1 2EB
DX 235
Edinburgh

Ivanhoe Residential Home Limited

Company No 3147492

This is the rider referred to as Rider A in the Statutory Declaration of Gaynor Lynne Saunders in Form 155(6)a

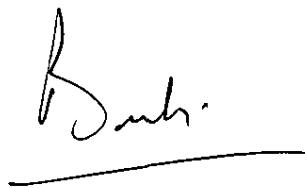

Gaynor Lynne Saunders

Declared at SHEFFIELD

This 8th day of May 2008

Before me, BARKATALI RAJABALI WALJI

Solicitor



Hewitt & Co
41 Townhead St
Sheffield
S1 2EB

For the purposes of this document, the following words and expressions have the following meanings

Lender	means Abbey National Plc (Registered Number NF003097)
Company	means Ivanhoe Residential Home Ltd (Company Number 03147492)
Purchaser	means Denestar Ltd (Company Number 05574058)

- 1 The financial assistance will be provided by the Company to the Purchaser in connection with the acquisition by the Purchaser of the entire issued share capital of the Company
- 2 The Purchaser is taking out a loan (**Loan**) from the Lender for the sum of £2,558,250. The terms of the Loan require the Company to enter into certain commitments which comprise financial assistance. The financial assistance to be given by the Company is as follows
 - a) a first legal charge in favour of the Lender over the freehold property known as Ivanhoe Residential Care Home, 1121 Hessle High Road, Hull, East Yorkshire HU4 6SB (**Legal Charge**)
 - b) first, fixed and floating charges on the assets of the Company, both present and future, together with any uncalled capital (**Third Party Legal and General Charge**), and
 - c) a cross company guarantee (**Cross Company Guarantee**) to be given by the Company and the Purchaser in favour of the Lender guaranteeing all or any monies and liabilities which shall from time to time being (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner by the Purchaser to the Lender whether actually or contingently or whether incurred solely, severally or jointly and whether as principal or surety and whether an account of money, advance, bills of exchange, promissory notes, guarantees, indemnities or otherwise including interest, discount commission and other lawful charges or expenses which the Lender may in the course of its business charge or incur,
 - d) the transfer of a personal computer ("PC") from the Company to Mr P Redmore

Ivanhoe Residential Home Ltd

Company No 3147492

This is the rider referred to as Rider B in the Statutory Declaration of Gaynor Lynne Saunders in Form 155(6)a



Gaynor Lynne Saunders

Declared at SHEFFIELD

This 2nd day of May 2008

Before me, BARKATALI RAJABALI WALJI

Solicitor



Hewitt & Co
41 Townhead St
Sheffield
S1 2EB

For the purposes of this document, the following words and expressions have the following meanings

Company	means Ivanhoe Residential Home Ltd (Company Number 03147492)
Lender	means Abbey National Plc (Registered Number NF003097)
Property	means Ivanhoe Residential Care Home, 1121 Hessle High Road, Hull, East Yorkshire HU4 6SB
Purchaser	means Denestar Limited (Company Number 05574058)

The principal terms on which the financial assistance will be given are as follows

- 1 Under the Legal Charge the Company agrees to use the Property as security for the payments due from the Purchaser to the Lender
- 2 Under the Third Party Legal and General Charge the Company charges by way of a fixed and floating charge
 - a the Property,
 - b all uncalled capital for the time being and all Intellectual Property rights and all other freehold and leasehold property now or in the future,
 - c any legal or beneficial interest (whether now or in the future) in all and any securities,
 - d the stock in trade and plant of the Company,
 - e the book debts of the Company, and
 - f all other land interests not effectively charged by numbers 1 and 2 above and 3 below
- 3 Under the Cross Company Guarantee the Company will guarantee payment to the Lender of all monies and liabilities for the time being due, owing or incurred from or by the Company or the Purchaser whether actually or contingently and whether incurred solely, severally or jointly and whether as principal or surety (which monies and liabilities will include without limitation) such sums borrowed by the Purchaser from the Lender in relation to the Acquisition
- 4 The PC is to transfer at market value to Mr P Redmore, one of the two Vendors, upon completion of the Acquisition