

# G

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

331969

**Note**

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

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

Name of company

\* THE HYMATIC ENGINEERING COMPANY LIMITED

I/We<sup>Ø</sup>

Alan John Jan-Janin of 11 St Judes Walk, Charlton Kings, Cheltenham, Gloucestershire, GL53 7RU

Richard John Thwaites of Orchard End, Apperley, Gloucester, Gloucestershire, GL19 4DW

Robert Edward Twine of 6 Lindridge Close, Winyates Green, Redditch, Worcestershire, B98 0QJ

William John Weaver of Orchardside, Main Road, Hallow, Worcester, Worcestershire, WR2 6PW

† delete as  
appropriate

~~XXXXXX~~ [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 a recognised bank (licensed institution) within the meaning of the Banking Act 1987~~  
~~(b) that a person authorised under section 1 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 ~~XXXXXX~~ [company] [company's holding company]

The Hymatic Group

Limited) †

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

The number and class of the shares acquired or to be acquired is: 300,000 ordinary shares of 10 pence each, 917,110 preferred  
ordinary shares of 10 pence each, 3,600,000 A cumulative preference shares of £1 each, 1,000,000 B cumulative preference shares of £1 each and 116,223 Special Shares of 10 pence  
each.

Presentor's name address and  
reference (if any):  
Wragge & Co, 55 Colmore  
Row, Birmingham, B3 2AS  
Tel: 0121 233 1000  
DX: 13036 Birmingham 1  
Ref: 1780570/HNT/MXG  
Doc Ref: 2343614

For official Use  
General Section

Post room



The assistance is to be given to: (Note 2) Ingleby (1364) Limited (Company No  
4034958) whose registered office is at 55 Colmore Row, Birmingham, B3 2AS

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 refer to Annex 1.

The person who ~~has acquired~~ [will acquire]<sup>†</sup> the shares is:  
Ingleby (1364) Limited

<sup>†</sup> delete as  
appropriate

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

Please refer to Annex 2.

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 within 8 weeks of the date hereof

Please do not  
write in this  
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Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering

\* delete either (a)  
or (b) as  
appropriate

~~X~~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) ~~X~~/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~~  
~~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) xxx~~

And ~~X~~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 WREXHAM & CO

Declarants to sign below

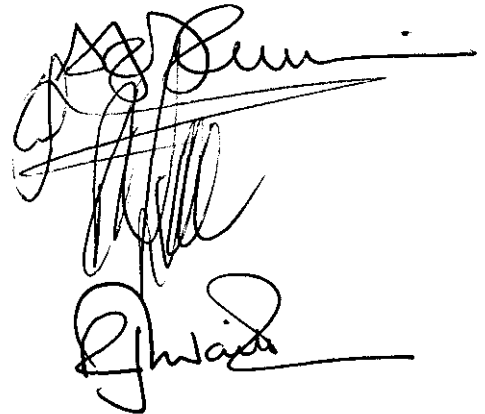
CONNOR ROW  
BIRMINGHAM

Day Month Year  
on 

11	12	2000
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before me 

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



## 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

**THE HYMATIC ENGINEERING COMPANY LIMITED**  
**(Company Number 331969)**

**ANNEX 1 (TO G155(6) (a))**

The entry by the Company into:

- 1 A facilities agreement (the **"Facilities Agreement"**) between (amongst others)  
1) Dresdner AG London Branch (**"Dresdner"**) in its various capacities including  
(each as defined in the Facilities Agreement) as Underwriter, Issuing Bank,  
Agent for the Banks and as Security Trustee for the Finance Parties 2) the  
Company 3) Ingleby (1364) Limited (the **"Purchaser"**) and 4) The Hymatic  
Group Limited (**"Hymatic Group"**). The Facilities Agreement relates to the  
provision of:
  - (a) two term facilities in aggregate principal amount of £31,616,000 to the  
Purchaser to be applied towards (inter alia):
    - (i) the purchase price of its acquisition of Hymatic Group's shares  
(the **"Share Acquisition"**) and associated costs;
    - (ii) the issue by the Issuing Bank of a loan note guarantee facility
  - (b) a £4,000,000 revolving credit facility to the Purchaser, the Company and  
Hymatic Group (together the **"Borrowers"**) for working capital and  
general corporate purposes and provision of guarantees.
- 2 a composite guarantee and debenture (the **"Guarantee and Debenture"**)  
between 1) Dresdner (as Security Trustee) 2) the Company 3) the Purchaser and  
4) Hymatic Group.
- 3 a subordination deed (the **"Subordination Deed"**) between 1) Dresdner (as  
Agent and as Security Trustee) 2) the Senior Creditors (as defined therein) 3) the  
Company 4) the Purchaser 5) Hymatic Group 6) the Investors (as defined  
therein) and 7) the Subordinated Lenders (as defined therein); and
- 4 a support agreement (the **"Support Agreement"**) between 1) the Company 2)  
the Purchaser and 3) Hymatic Group.

**THE HYMATIC ENGINEERING COMPANY LIMITED**  
**(Company Number 331969)**

**ANNEX 2 (TO G155(6) (a))**

- 1 By executing the Facilities Agreement the Company agrees to the currency, event of default and other indemnities in favour of the Finance Parties contained in the Facilities Agreement.
- 2 By executing the Guarantee and Debenture the Company covenants to pay or discharge on demand to the Security Trustee all money and liabilities then or in the future due, owing or incurred to each Finance Party by the Company under or pursuant to the Senior Finance Documents (as defined therein) and guarantees to pay or discharge on demand such money and liabilities where due, owing or incurred by any other Charging Company (as defined in the Guarantee and Debenture) which at the date of the Guarantee and Debenture comprises the Company, the Purchaser and Hymatic Group. All such money and liabilities are referred to below as the "**Secured Sums**". As security for the Secured Sums, the Company (and each other Charging Company) charges by way of fixed and floating charges its assets and undertakings and secures by way of legal or equitable assignment certain choses in action. Each Charging Company also covenants under a further assurance clause to, on demand by the Security Trustee in writing execute and deliver to the Security Trustee at the cost of such Charging Company and in such form as the Security Trustee may require (terms used below having the definition given to them in the Guarantee and Debenture):
  - (a) a legal mortgage of any Land then or in the future belonging to such Charging Company;
  - (b) a fixed charge over any interest, not capable of being charged by way of legal mortgage, in any Land then or in the future belonging to such Charging Company;
  - (c) a legal assignment or other fixed security over all or any of its Intellectual Property Rights or Receivables;
  - (d) a legal charge over all or any of its Securities;
  - (e) a chattel mortgage over such chattels, plant, machinery, computers and/or other equipment of such Charging Company as the Security Trustee may specify;
  - (f) a fixed charge or other fixed security over any of its Floating Charge Assets;
  - (g) where any of its Assets are situated outside England and Wales, such fixed security under the law of the place where the Asset is situated as the Security Trustee may require;
  - (h) a notice to any third party of any of the charges or assignments contained in the Guarantee and Debenture; and

- (i) such other documents as the Security Trustee may in its discretion think fit further to secure the payment of the Secured Sums, or to perfect the Guarantee and Debenture, or to vest title to any Asset in itself or its nominee or any purchaser.
- 3 By executing the Subordination Deed the Senior Finance Parties and the Subordinated Lenders (both defined therein) agree that the rights of the Subordinated Lenders to receive any payment or distribution whether of principal or interest or otherwise in respect of the Subordinated Debt (as defined therein) and the ability of the Company and other group Companies (as *Obligors*) to make such payment or distribution is subordinated to the Senior Debt (as defined therein) on the terms set out in the Subordination Deed. In addition, the rights of the Investors (as defined therein) to accept redemption of shares and to receive dividends or distributions on or in respect of any class of shares be subordinated to the Senior Debt on the terms set out in the Subordination Deed.
- 4 By executing the Support Agreement the Company and Hymatic Group (together the "**Support Lenders**") agree (amongst other things) to make a loan facility available to the Purchaser to enable it to comply with its obligations under the Finance Documents (as defined therein) which include payment obligations relating to the Share Acquisition and for such other purposes as the relevant Support Lender may agree and Hymatic Group agrees to make a loan facility available to the Company to finance in part a dividend payment declared by the Company.



2 Cornwall Street  
Birmingham  
B3 2DL

Tel 0121 232 3000  
Fax 0121 232 3500  
DX 709850 Birmingham 26

The Directors  
The Hymatic Engineering Company Limited  
Burnt Meadow Road  
North Moons Moat  
Redditch  
B94 9HJ

Our ref jgim/3/brfd/jm '088dec

11 December 2000

Dear Sirs

**Auditors' report to the directors of The Hymatic Engineering Company Limited ("the company") pursuant to Section 156(4) of the Companies Act 1985**

We have examined the attached ~~statutory~~ <sup>156(4)</sup> declaration of the directors ~~to be~~ dated 11 December 2000 in connection with the proposal that the company should give financial assistance for the purchase of all of the ~~ordinary~~ shares in the company's holding company, Hymatic Group Limited. We have enquired into the state of the company's affairs in order to review the bases for the statutory declaration.

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

KPMG  
Registered Auditors



KPMG, a partnership established under English law, is a member of KPMG International, a Swiss association

KPMG is registered to carry on audit work and authorised to carry on investment business

by the Institute of Chartered Accountants in England and Wales. The principal place of

business is 8 Salisbury Square, London EC4Y 8BB. Where a list of partners' names is open to inspection