

# G

CHFP025

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COMPANIES FORM No. 155(6)a

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

STEP 4(1)  
MINUTES 9

# 155(6)a

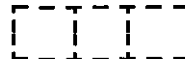
Pursuant to section 155(6) of the Companies Act 1985

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



454264

**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

\* C.C.M. Limited

/We § see schedule 1

† delete as  
appropriate

§ delete whichever  
is inappropriate

~~the sole director~~ / all the directors / of the above company do solemnly and sincerely declare that:

The business of the company is:

(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 Semara Group Limited ("SGL") and

Johnson Investment Limited ("JIL") 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: see schedule 2

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

Allen & Overy  
One New Change  
London  
EC4M 9QQ

REF:GAH/LEA/CO:730481

For official Use  
General Section



LD5  
COMPANIES HOUSE

\*L34UDQ70\*

0248  
04/05/00

The assistance is to be given to: (note 2) see schedule 3

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in black type, or  
bold block  
lettering

The assistance will take the form of:

1. Loan by the company to JSG of 3,456,752.90 to enable JSG to repay part of the bank borrowing it will have made under a credit facility provided to it by National Westminster Bank plc so as to, inter alia, subscribe in cash for shares in JIL which will enable JIL to purchase shares in SGL.
2. A guarantee by the company to National Westminster Bank plc as a condition of the bank providing the credit facility referred to in 1. above to JSG.

The person <sup>f</sup> who ~~has acquired~~ will acquire <sup>CC</sup> the shares <sup>MB</sup> is:

JSG (shares in JIL) and JIL (shares in SGL)

† delete as  
appropriate

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

see schedule 4

The amount of cash to be transferred to the person assisted is £ see schedule 6

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 date hereof

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Please complete  
legibly, preferably  
in black type, or  
bold block lettering

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

*P.m.2* *RS* *DA* *M* *CC* *RE* *mb* *YM*  
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)

*P.m.2* *RS* *DA* *M* *CC* *RE* *mb* *YM*  
(a) 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)

*P.m.2* *RS* *DA* *M* *CC* *RE* *mb* *YM*  
~~(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)~~

*P.m.2* *RS* *DA* *M* *CC* *RE* *mb* *YM*  
And 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 Bodke Marryside

Day Month Year  
on 

2	6	0	4	2	0	0
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before me Peter Parnell

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

*P. M. Dobson*  
*R. Brown*  
*C. S. A.*  
*G. P. A.*  
*M. A. S. H.*  
*Y. H. H.*

## 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

or, for companies registered in Scotland:-

The Registrar of Companies  
37 Castle Terrace  
Edinburgh  
EH1 2EB

### Schedule 1

Richard Guy Frederick Zerny  
6 The Paddock  
Rufford  
Lancashire  
L40 1UL

Michael Alan Sutton  
25a Westbourne Road  
Birkdale  
Southport  
Lancashire  
PR8 2HZ

Yvonne May Monaghan  
5 Pikes Bridge Fold  
Eccleston  
St. Helens  
Merseyside  
WA10 5AZ

Raymond Broome  
309 Sandy Lane  
Droylsden  
Manchester  
M43 7JU

Gary Holmes  
4 Hunters Close  
Husbands Bosworth  
Lutterworth  
Leicestershire  
LE17 6LG

Gary Collis  
~~39 Mill Court~~  
Longridge  
Preston  
~~PR3 3TW~~

782 Whittingham Lane  
Gosnargh  
Preston PR3 2AY.

Peter Robinson  
West End House  
9 West End  
South Cave  
Brough  
HU15 2EX

David Toon  
75 Westbrook Crescent  
Westbrook  
Warrington  
Cheshire  
WA5 5TE

P. n. B.  
R  
G. A.  
R.  
R.  
R.  
R.  
R.

## Schedule 2

61,915,159 ordinary shares of £1 each and 186,000,000 preference shares of £1 each in JIL and 51,754,528 ordinary shares of £1 each in SGL.

Q. v. S.  
ES  
C. v. A  
A  
C  
R  
M  
Y  
P

### Schedule 3

Johnson Service Group PLC ("JSG") and JIL whose registered offices are both at Mildmay Road,  
Bootle, Merseyside L20 5EW

P. J. O.  
R.  
C. A.  
Q.  
G.  
R.  
M.  
Y.  
P.

#### Schedule 4

1. As regards the loan to JSG:
  - (a) the loan will be repayable on a rolling 12-month basis upon prior notice from the lender;
  - (b) the loan will accrue interest at the rate from time to time agreed by the company with JSG.
2. As regards the guarantee by the company to National Westminster Bank plc, see schedule 5.

Q.S.  
M  
C.A.  
An  
le  
R  
mas  
4M  
CP

### Schedule 5

- (a) The company guarantees payment to the bank on demand of all liabilities of JSG to the bank in respect of £242,915,159;
- (b) the total amount recoverable under the guarantees in (a) is £242,915,159;
- (c) The company may not without the consent of the bank take any security from JSG in connection with the guarantee and any security taken will be held on trust for the bank as security for the liability of the company to the bank under the guarantee;
- (d) the bank shall have a lien on all securities or property of the company held by the bank whether for safe custody or otherwise;
- (e) the bank shall be entitled to set off any credit balance on any account of the company with the bank in respect of any liabilities of the company to the bank whether arising under the guarantee or otherwise;
- (f) the guarantee shall not be affected by any fluctuation in or intermediate discharge of the liabilities of JSG to the bank and until such liabilities are discharged in full the company shall not be entitled to share in any security held or money received by the bank on account of such liabilities or to stand in place of the bank in respect of any security or money nor until such liabilities have been discharged in full shall the company take any step to enforce any right of claim against JSG in respect of any moneys paid by the company to the bank under the guarantee or have or exercise any rights as surety in competition with the bank;
- (g) the guarantee shall not be discharged nor shall the liabilities of the company be affected by any failure of or irregularity, defect or informality in any security given by or on behalf of JSG in respect of its liability to the bank guaranteed by the company nor any legal limitation bar, or restriction dissolution disability incapacity or want of any borrowing powers of JSG or by any supervening matters rendering the performance of the obligations of JSG illegal and such moneys or liabilities will be recoverable by the bank from company as sole or principal debtor.

P. S. S.  
B  
A  
A  
BC  
RB  
MS  
YM  
PB



**Schedule 6**

The amount of cash being transferred to JSG is £3,456,752.90. The amount of cash being transferred to JIL is nil.

Q.~S.  
RA  
DA  
Q  
SC  
RA  
MAS  
YM  
R

**PricewaterhouseCoopers**  
8 Princes Parade  
St Nicholas Place  
Liverpool L3 1QJ  
Telephone +44 (0) 151 227 4242  
Facsimile +44 (0) 151 227 4575

The Directors  
C.C.M. Limited  
Mildmay Road  
Bootle  
Merseyside  
L20 5EW

26 April 2000

Our ref: NJG/fek/dmc

Dear Sirs

**Auditors' report to the directors of C.C.M. Limited pursuant to Section 156(4) of the Companies Act 1985**

We have examined the attached statutory declaration of the directors of C.C.M. Limited ('the Company') dated 26 April 2000 in connection with the proposal that C.C.M. Limited or a subsidiary/subsidiaries of C.C.M. Limited should give financial assistance for the purchase of shares.

**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.

Yours faithfully



**PricewaterhouseCoopers**