

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

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

# 155(6)a

CHFP025

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

— — — — —

622352

### Note

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

Name of company

\* HPC ENGINEERING LIMITED

\* insert full name  
of company

1/Weg IAN CURTIS of St Mary's Lodge, Kitson Road, Barnes, London SW13 9HJ

- Ø insert name(s) and address(es) of all the directors

GEOFFREY FRANCIS HOULGATE of 149 Findon Road, Findon Valley,  
Worthing, West Sussex BN14 0BQ

JAMES HUNTER of Trekkers, Mill Lane, South Chailey, East Sussex BN8  
4PU

† delete as appropriate

~~XXXXXXXXXXXXXX~~ [the sole director] [all the directors]<sup>†</sup> of the above company do solemnly and sincerely declare that:

The business of the company is:

§ delete whichever  
is inappropriate

(f) that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on a regulated business of 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] [XXXXXXXXXXXXXXXXXXXXXXXXXXXX]

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

XXXXXXXXXXXXXXXXXXXX

The number and class of the shares acquired or to be acquired is:

SEE APPENDIX 1

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

Addleshaw Goddard  
Sovereign House, PO Box 8,  
Sovereign Street, Leeds,  
LS1 1HQ  
REF LDA  
DX 12004 Leeds

For official Use  
General Section

Post room



A07  
COMPANIES HOUSE

The assistance is to be given to: (note 2) \_\_\_\_\_

SEE APPENDIX 2

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:

SEE APPENDIX 3

The person who ~~has acquired~~ (will acquire)† the shares is:

† delete as  
appropriate

The Buyer

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

SEE APPENDIX 3

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 15 July 2004



## Appendix 1

85,000 "A" ordinary shares of £1 each

15,000 "B" ordinary shares of £1 each

240,000 10% cumulative redeemable preference shares of £1 each and

200,000 7½% cumulative redeemable preference shares of £1 each

## **Appendix 2**

Inhoco 3066 Limited (**Buyer**) (Company Number 5175238), whose registered office is at St Mary's Lodge, Kitson Road, Barnes, London SW13 9HJ; and

Lloyds TSB Bank Plc (**Bank**), acting through its branch at 25 Gresham Street, London.

### Appendix 3

The execution of the following documents (as the same may be amended, varied, supplemented or substituted from time to time):

- 1 an inter-company loan agreement (**Inter-company Loan Agreement**) for the provision of an interest free loan facility to be made available by the Company to the Buyer;
- 2 a guarantee (**Guarantee**) to be given by the Company to the Bank securing, among other obligations, sums due under a facility agreement for the provision of a £6,000,000 business loan facility (**Facility Agreement**) to be made between the Buyer and the Bank;
- 3 a debenture (**Debenture**) to be given by the Company to the Bank securing, among other obligations, sums due under the Facility Agreement; and
- 4 a Deposit Agreement (**Deposit Agreement**) to be given by the Company to the Bank securing, among other obligations, sums due under the Facility Agreement.

#### **Appendix 4**

- 1 Under the terms of the Inter-company Loan Agreement, the Company will agree, among other things, to provide of an interest free loan facility to the Buyer, to enable it to discharge sums due under the Facility Agreement
- 2 Under the terms of the Guarantee, the Company, among other things, will guarantee the payment of all monies and the performance of all obligations from time to time owing by the Buyer to the Bank under the Facility Agreement
- 3 Under the terms of the Debenture, the Company will create fixed and floating charges over all of its assets and undertaking in order to secure the payment and discharge of all monies, liabilities and obligations at any time owing by it to the Bank contained in the Guarantee.
- 4 Under the terms of the Deposit Agreement, the Company will charge the monies deposited in the account referred to in the Deposit Agreement in order to secure the payment and discharge of all monies, liabilities and obligations at any time owing by it to the Bank contained in the Guarantee.

PricewaterhouseCoopers LLP  
First Point  
Buckingham Gate  
Gatwick  
RH6 0PP  
Telephone +44 (0) 1293 566600  
Facsimile +44 (0) 1293 566601

The Directors  
HPC Engineering Limited  
Victoria Gardens  
Burgess Hill  
RH15 9RQ

15 July 2004

Dear Sirs

**Auditors' report to the directors of HPC Engineering Limited pursuant to Section 156(4) of the Companies Act 1985**

We have examined the attached statutory declaration of the directors of HPC Engineering Limited ("the Company") dated 15 July 2004 in connection with the proposal that the Company should give financial assistance for the purchase of 100,000 of the ordinary shares and 440,000 of the preference shares of the Company. This report including the opinion, has been prepared for and only for the Company and the Company's directors in accordance with Section 156 of the Companies Act 1985 and for no other purpose. We do not, in giving the opinion set out below, accept or assume responsibility for any other purpose or to any other person to whom this report is shown or into whose hands it may come save where expressly agreed by our prior consent in writing.

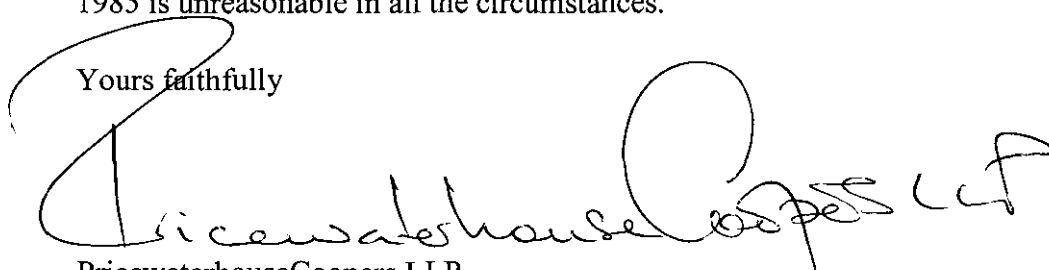
**Basis of opinion**

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 LLP