

**CHFP025**

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

**155(6)a**

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

**To the Registrar of Companies  
(Address overleaf - Note 5)**

For official use

Company number

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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**Note**  
Please read the notes  
on page 3 before  
completing this form

Name of company

• T A HORN LIMITED

\* insert full name  
of company

1/1/2016 Mark Whittaker of 12 Oldfield Road, Chaulden, Hemel Hempstead HP1 2HF

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

† delete as appropriate

[the sole director] ~~XXXXXXXXXXXX~~ † of the above company do solemnly and sincerely declare that

The business of the company is

§ delete whichever  
is inappropriate

[illegible]

~~XXXXXXXXXXXXXXXXXXXXX~~

(c) something other than the above §

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

~~XXXXXXXXXX~~ [company's holding company] T A Horn (Holdings) Limited

[illegible]

~~XXXXXXXXXXXXX~~ †

The number and class of the shares acquired or to be acquired is 480,000 ordinary shares of £1.00 each

DLA Piper UK LLP  
Victoria Square House  
Victoria Square  
Birmingham  
B2 4DL  
DX 13022 BIRMINGHAM 1  
96673/120001/14417858

**For official Use**  
**General Section**

TUESDAY



\*AGLUNQQ8\*

A24

26/06/2007

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COMPANIES HOUSE

The assistance is to be given to (note 2) \_\_\_\_\_  
T A H Group Limited company number 6276934 whose registered office is at Cameron House, 839-841 London Road  
North Cheam Sutton, Surrey, SM3 9DS ("**Purchaser**")

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 schedule 1

The person who ~~XXXXXXXXXX~~ [will acquire] † the shares is

† delete as  
appropriate

The Purchaser

The principal terms on which the assistance will be given are

Please see schedule 2

The amount of cash to be transferred to the person assisted is £ Please see schedule 3

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



MD  
DAS

## T.A. HORN LIMITED

### Definitions

For the purposes of Schedules 1, 2 and 3, the following expressions have the following meanings

<b>"Acquisition"</b>	means the acquisition by the Purchaser of the entire issued share capital of TAHHL,
<b>"Bank"</b>	means Yorkshire Bank (a trading name of Clydesdale Bank PLC), Specialist and Acquisition Finance, Temple Point, 1 Temple Row, Birmingham,
<b>"Bank Arrangements"</b>	means the certain term loan and working capital facilities arranged by KGL with the Bank,
<b>"Company"</b>	T A Horn Limited,
<b>"Facility Agreement"</b>	means the facility agreement made between KGL (1) KHL (2) and the Bank (3) which is for a £2,700,000 sterling term loan facility and a £1,800,000 sterling term loan facility,
<b>"Facilities Agreements"</b>	means the Facility Agreement and the Overdraft Letter,
<b>"Guarantee"</b>	means inter company cross guarantee between KHL, KGL, the Purchaser, the Company and TAHHL (1) and the Bank (2),
<b>"Intercreditor Deed"</b>	means the intercreditor deed entered into by KHL (1), KGL (2), the Company (3), TAHHL (4) and Purchaser (5),
<b>"Intra Group Loan Agreement"</b>	means the intra-group loan agreement between the Purchaser (1) the Company (2) TAHHL (3) KGL (4) and KHL (5),
<b>"Investment Agreement"</b>	means the investment agreement to be entered into between KGL (1) Mark Whittaker and others (2) and SCP and others (3),
<b>"KHL"</b>	Kinetics Holdings Limited (company number 5929594) whose registered office is situated at Cameron House, 839/841 London Road, North Cheam, Sutton, Surrey SM3 9DS, being the parent company of KGL,
<b>"KGL"</b>	Kinetics Group Limited (company number 5931864) whose registered office is situated at Cameron House, 839/841 London Road, North Cheam, Sutton, Surrey SM3 9DS,
<b>"Overdraft Letter"</b>	means the overdraft letter made between the Company and, inter alia, the Subsidiary (1) and the Bank (2) which would be for an overdraft facility of £750,000,
<b>"Purchaser"</b>	means T A H Group Limited
<b>"SCP"</b>	Sovereign Capital Partners LLP and certain of its other investors,

**"TAHHL"**

means T A Horn (Holdings) Limited

**"TAHL Debenture"**

means a debenture to be entered into between the Company (1) and the Bank (2), and

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**T.A. HORN LIMITED**

**SCHEDULE 1 TO FORM 155(6)a**

The assistance will take the form of

- 1 the execution by the Company of the Overdraft Letter,
- 2 the execution by the Company of the Guarantee,
- 3 the execution by the Company of the TAHL Debenture,
- 4 the execution by the Company of the Intercreditor Deed, and
- 5 the execution by the Company of the Intra Group Loan Agreement

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**T.A. HORN LIMITED**

**SCHEDULE 2 TO FORM 155(6)a**

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

- 1 pursuant to the Overdraft Letter, the parties to it may draw funds of £750,000 by virtue of a working capital facility which shall bear annual interest at a rate as may be agreed from time to time between the parties or if not agreed at the rate of interest set out in the Overdraft Letter and all such monies shall be repayable on demand,
- 2 pursuant to the Guarantee, the Company is to guarantee severally and jointly with the other companies payment of all monies and liabilities whether actual or contingent now or any time hereafter due owing or incurred from or by any one or more of the other companies to the Bank or for which any one or more of the other companies may be or become liable to the Bank in any manner whatsoever and in addition, the Bank may combine or consolidate any or all of the accounts held with all or any of the other companies and set-off or transfer any credit balance in or towards satisfaction of any of the above liabilities,
- 3 pursuant to the TAHL Debenture, the Company will agree to create fixed and floating charges over all or substantially all of its property, assets and undertaking in favour of the Bank and the Company agrees to secure all monies and liabilities, whether actual or contingent, which now are or at any time may be due, owing or incurred by the Company to the Bank or for which the Company may be or become liable to the Bank,
- 4 pursuant to the Intercreditor Deed, the Company would undertake, inter alia, to make payments to the Bank in priority to payments owed to certain other creditors, including SCP and the Company would give restrictive undertakings to the Bank in respect of certain activities unless otherwise agreed in writing by the Bank, and
- 5 pursuant to the Intra Group Loan Agreement, the Company might be called upon to make loans of amounts to be agreed between each other, which shall bear annual interest at a rate as may be agreed from time to time between the parties or if not agreed at the rate of interest set out in the agreement for the Bank Arrangements and all such monies shall be unsecured and repayable on demand

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**T.A. HORN LIMITED**  
**SCHEDULE 3 TO FORM 155(6)A**

The amount of cash to be transferred to the person assisted are amounts due under/in accordance with the terms of the Intra-Group Loan Agreement up to a maximum amount of £25,000,000




## BOARD MEMORANDUM

### BOARD MEMORANDUM RELATING TO THE REPORT BY HAINES WATTS ("AUDITORS") OF T.A. HORN LIMITED ("COMPANY") RELATING TO THE NET ASSETS OF THE COMPANY

This memorandum is given in connection with the proposed arrangement whereby the Company will give financial assistance for the purpose of the acquisition of 480,000 ordinary shares of £1 00 each in the share capital of the Company's parent company, T A Horn (Holdings) Limited ("**Parent**"), being the whole of the Parent's issued share capital, particulars of which are given in the statutory declaration made by the directors of the Company on the same date as this board memorandum pursuant to section 155(6) of the Companies Act 1985

- 1 As at the close of business on 19 JUNE 2007 the aggregate of the Company's assets as stated in its accounting records exceeded the aggregate of its liabilities as so stated
- 2 From our knowledge of events since that date and of the likely course of the Company's business, the directors have formed the opinion that the aggregate of the Company's assets will exceed the aggregate of its liabilities immediately before the proposed financial assistance is given and that the giving of such financial assistance will not reduce the net assets of the Company

  
\_\_\_\_\_  
SIGNED ON BEHALF OF THE BOARD

Dated 19 JUNE 2007



HWCA Limited  
1<sup>st</sup> Floor, Northern Assurance Buildings  
Albert Square  
9 – 21 Princess Street  
Manchester M2 4DN  
Tel +44 (0) 161 832 6413  
Fax +44 (0) 161 834 2230  
Email [manchester@hwca.com](mailto:manchester@hwca.com)  
Website [www.hwca.com](http://www.hwca.com)

The Directors  
T A Horn Limited  
Regency House  
33 Wood Street  
Barnet  
Hertfordshire  
EN5 4BE

19 June 2007

Our ref: DMF/PH

Dear Sirs

**Statutory report of the auditors to the Directors of T. A. Horn Limited (the "Company") Pursuant to Section 156(4) of the Companies Act 1985**

We have examined the attached statutory declaration of the directors of the Company dated June 2007 in connection with the proposal that the Company should give financial assistance for the purchase of the entire issued share capital of T A Horn (Holdings) Limited (the parent company of the Company)

**Basis of opinion**

We have enquired into the state of affairs of the Company 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 of the Company in the attached statutory 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

*HWCA Limited*

HWCA Limited