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COMPANIES FORM No. 155(6)(a)

Declaration in relation to  
assistance for the acquisition  
of shares

155(6)a

CHWP000

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

2059202

Name of company

\* RADPHARM LIMITED

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

\* insert full name  
of company

I/We SAPNA RADIA and SHAMMI RADIA both of 3 Ridgewood Gardens, Hastings, East Sussex  
TN34 2LZ

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

† delete as  
appropriate

[the sole director][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 of a [recognised bank][licensed institution]† within the meaning of the Banking Act 1979§~~

1/1 ~~(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§

1/1 The company is proposing to give financial assistance in connection with the acquisition of shares in  
the [company] ~~[company's holding company]~~

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 [PLEASE CONFIRM]-

40 ORDINARY SHARES £1.00

Presenter's name address and  
reference (if any)

MORGAN & LAMPLUGH  
12 WELLINGTON SQUARE  
HASTINGS  
EAST SUSSEX  
TN34 1PB

REF G HOWARD-SMITH

For official  
General Sec

SATURDAY



\*AO2F00R6\*

A05 21/06/2008 170  
COMPANIES HOUSE

SA

\*AJXPLZED\*

A64 03/05/2008 221  
COMPANIES HOUSE

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

RADPHARM MANAGEMENT LIMITED ("THE 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

SEE APPENDIX A

The person who [has acquired][will acquire]† the share is  
THE PURCHASER

† delete as  
appropriate

The principal terms on which the assistance will be given are

SEE APPENDIX B

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 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/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) [I/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)

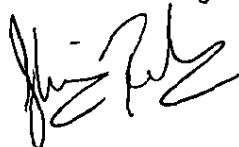
~~(b) [It is intended to commence the winding up of the company within 12 months of that date, and I/we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding up.]\* (note 3)~~

And I/we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835

Gaby Hardwicke  
34 Wellington Squarr  
Hastings  
East Sussex  
TN34 1PN

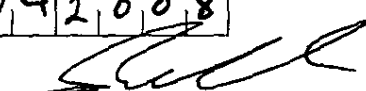
Declared at \_\_\_\_\_  
\_\_\_\_\_

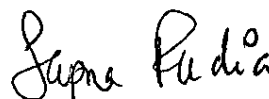
Declarants to sign below



Day Month Year  
on 

2	1	0	4	2	0	0	8
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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  
37 Castle Terrace  
Edinburgh  
EH1 2EB

DX 235 Edinburgh

or LP-4 Edinburgh 2

## **Appendices to Form 155(6)a in relation to**

**Radpharm Limited (Company Number 2059202) ('the Company')**

### **Appendix A – form of assistance**

The assistance will take the form of the execution and delivery by the Company of the following documents, and the Company fulfilling its obligations under them

- 1 an unlimited cross guarantee ("the Guarantee") to be entered into between (1) National Westminster Bank plc ("the Bank") and (2) the Company in respect of the obligations to the Bank of Radpharm Management Limited ("Predator"),
- 2 a debenture ("the Debenture") to be entered into by the Company in favour of the Bank constituting a first fixed charge over the assets identified in it and a first floating charge over the remainder of the Company's undertaking,
- 3 a legal charge ("the First Legal Charge") over the Company's leasehold premises and buildings at 494 – 500 Old London Road, Hastings, East Sussex to be entered into by the Company in favour of the Bank constituting a legal mortgage and first fixed charge over the property identified in it, and
- 4 a legal charge ("the Second Legal Charge") over the Company's leasehold premises at 30 Little Ridge Avenue, St Leonards On Sea, East Sussex TN37 7LS to be entered into by the Company in favour of the Bank constituting a legal mortgage and first fixed charge over the property identified in it

## **Appendix B – principal terms of the assistance**

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

- 1 under the Guarantee the Company (amongst other things) covenants to pay, and guarantees the payment of, all monies from time to time owed to the Bank by the Predator. Such monies include indebtedness incurred by Predator for the purpose of its acquisition of the Company's shares. The Company also provides an indemnity in favour of the Bank against all losses in connection with the liabilities owed by Predator,
- 2 under the Debenture, the Company covenants to pay on demand all obligations of the Company to the Bank from time to time (of any kind and in any currency and whether present or future actual or contingent and whether incurred alone or jointly with another). Further, it grants first fixed charges over the assets identified in the Debenture and a first floating charge over the remainder of the Company's undertaking by way of security for all obligations of the Company to the Bank from time to time. The Debenture also gives power to the Bank to appoint an administrator or receiver. The Company covenants further (amongst other things) that it will at any time, if so required by the Bank, execute and deliver to the Bank such further mortgages, charges or other securities or documents as the Bank may require by way of security for all obligations of the Company to the Bank from time to time,
- 3 under the First Legal Charge by way of security for all obligations of the Company to the Bank from time to time, the Company grants the Bank a legal mortgage over the Property (as therein defined), all covenants and rights affecting or concerning the Property and fixed charges over plant, machinery and fixtures and fittings, furniture furnishings equipment tools and other chattels now and in the future at the Property and over the present and future goodwill of any business carried on at the Property by or on behalf of the Company (or any insurance proceeds relating to the above). The Company covenants further (amongst other things) that it will Bank not without the Bank's prior written consent create or permit to arise any mortgage charge or lien on the charged property, nor to dispose of the charged property nor grant or accept a surrender of any lease or licence or part with or share possession or occupation of the Property.
- 4 under the Second Legal Charge by way of security for all obligations of the Company to the Bank from time to time, the Company grants the Bank a legal mortgage over the Property (as therein defined), all covenants and rights affecting or concerning the Property and fixed charges over plant, machinery and fixtures and fittings, furniture furnishings equipment tools and other chattels now and in the future at the Property and over the present and future goodwill of any business carried on at the Property by or on behalf of the Company (or any insurance proceeds relating to the above). The Company covenants further (amongst other things) that it will Bank not without the Bank's prior written consent create or permit to arise any mortgage charge or lien on the charged property, nor to dispose of the charged property nor grant or accept a surrender of any lease or license or part with or share possession or occupation of the Property.

# Sellens French

*Chartered Accountants*

93/97 Bohemia Road  
St Leonards on Sea  
TN37 6RJ

Tel (01424) 446488

Fax (01424) 461348

E-mail [accountant@sellensfrench.co.uk](mailto:accountant@sellensfrench.co.uk)

**AUDITOR'S REPORT TO THE DIRECTORS OF  
RADPHARM LIMITED  
PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985**


We have examined the attached statutory declaration of the directors dated today in connection with the proposal that the Company should give financial assistance for the purchase of 40 (forty) ordinary shares in itself

## **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) Companies Act 1985 is unreasonable in all the circumstances



SELLENS FRENCH  
Chartered Accountants  
Registered Auditor

21<sup>st</sup> April 2008  
Date



Registered to carry on audit work and regulated by the Institute of Chartered Accountants in England and Wales for a range of investment business activities

K SELLENS FCA   J FRENCH FCA   D A HARGREAVES ACA