

CHFP025

Declaration in relation to assistance for the acquisition of shares

155(6)a

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

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
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

2822392

Name of company

* Imperial Multipart (Holdings) Limited (the "Company")

X We o the directors listed in annexure 1 to this Form 155(6)a, being

~~The undersigned~~ [all the directors] † of the above company do solemnly and sincerely declare that

[illegible]

~~XXXXXXXXXXXXXXXXXXXXX~~

(c) something other than the above §

[company] ~~XXXXXXXXXXXXXXXXXXXX~~

The assistance is for the purpose of [that acquisition] XX

~~XXXXXXXXXXXXXXXXXXXX~~ †

12,913,000 ordinary shares of £1 00

DX 14304 MANCHESTER

For official Use
General Section

FRIDAY

THURSDAY



A34 *A97R41H3* 70
17/07/2008
COMPANIES HOUSE

AFDIN14C
04/07/2008 183
COMPANIES HOUSE

The assistance is to be given to (note 2) Yelestre Holdings Limited (company number 6480376)
whose registered office is at Logistics House, Buckshaw Avenue, Chorley, Lancashire PR6 7AJ (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

the execution by the Company of the Composite Guarantee and Debenture (or the documents referred to therein or relating thereto) (as the same may be amended, varied, supplemented or substituted from time to time) and the Company complying with and fulfilling its obligations thereunder

Capitalised terms shall have the meaning given to them in annexure 3 to this Form 155(6)a

The person who ~~is to be assisted~~ [will acquire] [†] the shares is
the Purchaser

[†] delete as
appropriate

The principal terms on which the assistance will be given are

as set out in annexure 2 to this Form 155(6)a

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

Company number: 2822392

IMPERIAL MULTIPART (HOLDINGS) LIMITED
ANNEXURES TO FORM 155(6)a

ANNEXURE 1

Name	Christopher Gateley
Address	Lambing Clough Farm Lambing Clough Lane Hurst Green Clitheroe Lancashire BB7 9QN

Name	Paul John Roberts
Address	6 Sinclair Avenue Prescot Merseyside L35 7LN

**IMPERIAL MULTIPART (HOLDINGS) LIMITED
ANNEXURES TO FORM 155(6)a**

ANNEXURE 2

All capitalised items in this annexure 2 shall have the meanings given to them in annexure 3

Terms on which assistance given

The principal terms on which the assistance is given are that pursuant to the terms of the Composite Guarantee and Debenture, the Company could be required to discharge on demand all liabilities owing or to become owing to the Bank by the Obligor and the other Security Obligors in connection with the Finance Documents and, as beneficial owner and as a continuing security for the payment and discharge of its obligation thereunder, would grant fixed and floating charges over all its undertaking and assets Pursuant to the guarantee contained in the Composite Guarantee and Debenture, the Company will

- 1 guarantee in favour of the Bank the punctual performance by each member of the Group of all obligations of each member of the Group under the Finance Documents,
- 2 undertake in favour of the Bank that whenever a member of the Group does not pay any amount when due under, or in connection with, any Finance Document, it shall immediately pay that amount as if it was the principal obligor, and
- 3 indemnify the Bank immediately on demand against any cost, loss or liability suffered by the Bank if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal

In entering into the document referred to above the Company is entering into obligations and assuming liabilities and giving security in connection with the acquisition of shares in the Company and may in the future be called upon pursuant to any of the documents referred to in this declaration to discharge obligations and/or liabilities arising in connection with the Acquisition

IMPERIAL MULTIPART (HOLDINGS) LIMITED
ANNEXURES TO FORM 155(6)a

ANNEXURE 3

In this Form 155(6)a, and all its annexures, the following terms shall have the following meanings

"Acquisition" means the acquisition of the entire issued share capital of the Company by the Purchaser pursuant to the terms and conditions of a sale and purchase agreement to be entered into between (1) the Purchaser and (2) and the Vendor,

"Bank" means KBC Business Capital, a division of KBC Bank NV, a company incorporated and registered under the laws of Belgium with limited liability and registered in England and Wales with number BR004567,

"Company" has the meaning ascribed thereto on page 1 of this Form 155(6)a,

"Composite Guarantee and Debenture" means the composite guarantee and debenture to be entered into by, inter alia, (1) the Purchaser, (2) the Company and (3) the other Security Obligors in favour of the Bank,

"Finance Documents" has the meaning given to that term in the Master Facilities Agreement,

"Group" has the meaning give to that term in the Master Facilities Agreement,

"Master Facilities Agreement" means the asset-based lending facilities agreement to be made between (1) the Bank and (2) the Obligor,

"Obligor" means Imperial Multipart Limited, a company registered in England and Wales with number 2748952,

"Purchaser" has the meaning ascribed thereto on page 2 of this Form 155(6)a,

"Security Obligor" means the Purchaser, the Company and the other companies listed in schedule 1 to the Composite Guarantee and Debenture, and

"Vendor" means I H Mobility Holdings (UK) Limited, a company registered in England and Wales with number 5560602



**REPORT OF THE INDEPENDENT AUDITOR TO THE DIRECTORS OF IMPERIAL
MULTIPART (HOLDINGS) LIMITED ("COMPANY") PURSUANT TO SECTION 156(4)
OF THE COMPANIES ACT 1985**

It is our responsibility to make a report to the directors of the Company in accordance with Section 156(4) of The Companies Act 1985. Our work has been undertaken so that we might state to the directors of the Company those matters we are required to state in an auditor's report and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone for any other purpose for our work, for this report or for the opinions we have formed.

We have examined the attached statutory declaration of the directors dated *6th June 2008* in connection with the proposal that the Company should give financial assistance for the purchase of the Company's entire ordinary share capital.

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.

Baker Tilly UK Audit LLP

BAKER TILLY UK AUDIT LLP

Registered Auditor
Brazenose House
Lincoln Square
Manchester, M2 5BL

6th June 2008