

CHFP025

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

**155(6)a**

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

— — — — —

03892701

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

Name of company

\* Olan Mills Limited

\* insert full name  
of company

~~X~~Wea See Appendix 1

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

† delete as appropriate

~~XXXXXXXXXX~~ [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

[illegible]

(c) something other than the above\$

The company is proposing to give financial assistance in connection with the acquisition of shares in the [company] ~~XXXXXXXXXXXXXXXXXXXX~~

The assistance is for the purpose of [that acquisition] ~~resulting or changing, directly, indirectly or~~  
~~indirectly~~

The number and class of the shares acquired or to be acquired is: 1,500,001 Ordinary Shares  
of £1 each

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

Addleshaw Goddard  
100 Barbirolli Square  
Manchester  
M2 3AB

DX 14301 Manchester  
PMK/1333589-4

For official Use  
General Section

Post room



Page 1

The assistance is to be given to: (note 2) Inhoco 3136 Limited  
(Registered Number 05234147) whose registered office is at 100 Barbirolli  
Square, Manchester M2 3AB (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 2

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

† delete as  
appropriate

The Purchaser

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 £ See appendix 4

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

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

~~X~~ 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) ~~X~~ 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) ~~X~~ 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)

And ~~X~~ 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

25 CANNON ST. LONDON


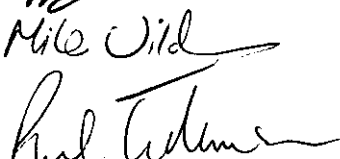
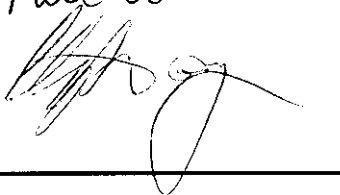
Declarants to sign below

Day Month Year  
on 

2	2	1	1	2	0	0	4
---	---	---	---	---	---	---	---

before me ~~Elaine~~ O.E. BROWNE

A ~~Commissioner for Oaths or Notary Public or Justice of the Peace or a~~ Solicitor having the powers conferred on a Commissioner for Oaths.

  
Mike Wild  
  
Paul Tudman  


## 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

Appendices to Target Form 155(6)a

Appendix 1

<b>Name</b>	Paul Adamson
<b>Address</b>	2 Kidwelly Court Caerphilly South Wales CF83 2TY
<b>Name</b>	Stephen Gray
<b>Address</b>	Pasture View Raunds Road Stanwick Wellingborough Northamptonshire NN9 6PP
<b>Name</b>	Sharon Barr
<b>Address</b>	Flat 1 Chesham Place Brighton East Sussex BN2 1FB
<b>Name</b>	Michael Wildman
<b>Address</b>	3 Spring Gardens Earls Barton Northants NN6 0NJ

Ph MU  
SE EB

## Appendix 2

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

- 1 a facility agreement (the "**Facility Agreement**") for the provision of a commercial mortgage facility of up to £3,119,000 and a term loan facility of up to £1,000,000 to be made between the Purchaser, the Company and HSBC Bank plc (the "**Bank**");
- 2 a working capital facility letter (the "**Working Capital Facility Letter**") for the provision of a £1,000,000 working capital facility to be made between the Purchaser, the Company and the Bank;
- 3 an composite guarantee (the "**Guarantee**") to be given by the Company and the Purchaser to the Bank;
- 4 separate legal mortgages (each a "**Legal Mortgage**" and together the "**Legal Mortgages**") both to be given by the Company in favour of the Bank in respect of its freehold interests in the following properties:
  - (a) Darby Close, Park Farm South, Wellingborough, Northamptonshire with Title Number: NN132133 (the "**Wellingborough Property**"); and
  - (b) 54-56 Shirley Road, Croydon with Title Numbers: SY277731 and SY42393 (the "**Croydon Property**");
- 5 a composite guarantee and debenture (the "**Investor Debenture**") to be given by the Company and the Purchaser in favour of Piper Private Equity III Limited Partnership (the "**Security Trustee**") as security trustee for the Secured Parties (as defined therein);
- 6 an inter-company loan agreement (the "**Inter-company Loan Agreement**") for the provision of interest free loan facilities to be made available by the Company to the Purchaser and to be made between the Purchaser and the Company; and
- 7 an intercreditor deed (the "**Intercreditor Deed**") to be entered in to by, amongst others, the Company, the Purchaser, the Bank and the Security Trustee.

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### Appendix 3

- 1 The terms of the Facility Agreement contain set-off provisions whereby the Company's accounts maybe set-off against those of the Purchaser which will be used in connection with the acquisition of the Company's shares.
- 2 The terms of the Working Capital Facility Letter contain set-off provisions whereby the Company's accounts maybe set-off against those of the Purchaser which will be used in connection with the acquisition of the Company's shares.
- 3 Under the terms of the Guarantee, the Company, inter alia, will guarantee the payment of all present and future monies, indebtedness and liabilities and obligations of the Company and the Purchaser to the Bank howsoever arising (subject to any limitation which appears in the Guarantee itself);
- 4 Under the terms of the respective Legal Mortgages the Company will create first fixed charges over its freehold interests in the Wellingborough Property and the Croydon Property respectively securing all present and future monies, indebtedness, liabilities and obligations of the Company to the Bank howsoever arising (subject to any limitation which appears in the Legal Mortgages themselves).
- 5 Under the terms of the Investor Debenture, the Company, inter alia, will guarantee the payment of all monies, and the performance of all obligations and liabilities, from time to time owing by the Purchaser to the Secured Parties and 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 Secured Parties (including, without limitation, its guarantee obligations contained in the Guarantee) pursuant to a loan stock instrument issued by the Purchaser constituting up to £5,000,000 fixed rate secured loan stock 2009;.
- 6 Under the terms of the Inter-company Loan Agreement, the Company will provide (if required) loan facilities to the Purchaser to support its liabilities and obligations incurred in connection with the acquisition of the Company's shares.
- 7 Under the terms of the Intercreditor Deed, the Company will regulate, together with the other parties thereto, the subordination of payments due, and where applicable, the enforcement of security between such parties.

Ph MW  
SG ES

#### Appendix 4

Such sums (if any) as are advanced under the terms of the Inter-company Loan Agreement.

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MW  
SG EB

Grant Thornton UK LLP  
Chartered Accountants  
UK member of  
Grant Thornton International

The Directors  
Olan Mills Limited  
Booth Drive  
Wellingborough  
Northampton  
NN8 6JU

**AUDITORS' REPORT TO THE DIRECTORS OF OLAN MILLS LIMITED (THE COMPANY) PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985**

We have examined the attached statutory declaration of the directors dated <sup>22</sup>~~19~~ November 2004 in connection with the proposal that the Company should give financial assistance for the purchase of 1,500,001 of the Company's ordinary shares

*MM*  
our Grant  
Thornton  
UK LLP.

**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.

*Grant Thornton UK LLP*

GRANT THORNTON UK LLP  
REGISTERED AUDITORS  
CHARTERED ACCOUNTANTS

LONDON

22 November 2004

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