

# G

COMPANIES FORM No. 155(6)a

## 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

For official use

Company number

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703568

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

Name of company

\* CLIMATE SERVICES LIMITED

\*Insert full name of company

†Insert name(s) and address(es) of all the directors

I/we JOHN MATTHEWS OF SPRINGHILL COTTAGE, FOXLODGE LANE, BADDITCH, WORCESTER B57 5PS TOGETHER WITH SUHAAN SIEKAR MARON OF 50 GREENBANK AVENUE, GREENFORD, WEMBLEY, MIDDLESEX HA0 2TF AND PETER FREDERICK FORD OF DENNISWOOD STORTWOODS BANK, PULLECHURCH, BRISTOL, AVON BS17 3PH WHO MAKE A SEPARATE DECLARATION BEING

§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 ‡  
(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 ‡

MAINTENANCE OF REFRIGERATION EQUIPMENT

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

HOW GROUP LIMITED (FORMERLY HOW GROUP PLC) ‡

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:

142  
44,682,755 10PENCE  
ORDINARY SHARES IN HOW GROUP LIMITED

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

For official use  
General Section



A07  
COMPANIES HOUSE

0676  
28/06/03

The assistance is to be given to: (note 2) INTERSERVE PLC WHOSE REGISTERED  
OFFICE IS AT INTERSERVE HOUSE, RUSCOMBE PARK, TWYFORD,  
READING, BERKSHIRE RG10 9JH

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 RIDER 1.

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

INTERSERVE PLC

\*Delete as  
appropriate

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

SEE RIDER 2.

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 OF THIS DECLARATION

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.

Declared at Twytch Berkshire

Declarants to sign below

the 19 day of June

~~One~~ thousand ~~nine~~ hundred and three

before me A. U. D.

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.



A.U. f  
Solice

## Rider 1

The assistance will take the form of:

The company is proposing to enter into an £165million multicurrency revolving loan facility (the "**Facility**") to be granted to Interserve Plc ("**Interserve**") by Credit Lyonnais, The Royal Bank of Scotland plc and HSBC Bank plc (the "**Agreement**") and other financial institutions becoming a party to the Agreement (the "**Finance Parties**") in the aggregate amount of £165million or its equivalent in Optional Currencies (as defined in the Agreement).

The proceeds of each advance made under the Agreement will be applied by Interserve to:

- (i) repay in full all amounts made available under a multicurrency revolving loan facility dated 6 July 1999 between, among others, Interserve and RBS (the "**Current Facility**") (some of which amounts were used to fund the Acquisition Debt referred to below); and
- (ii) finance or refinance the general working capital requirements and other general corporate purposes of Interserve and its subsidiaries for the time being (the "**Group**").

In repaying the Current Facility and financing or refinancing the working capital of the Group Interserve may be reducing or discharging the liability (the "Acquisition Debt") incurred by it in the acquisition of the entire issued share capital of How Group Limited, the company's former ultimate holding company and its current holding company.

By entering into the guarantee contained in the Agreement of Interserve's indebtedness under the Agreement the company may be considered to be giving financial assistance to Interserve for the purpose of reducing or discharging the Acquisition Debt.

To assist Interserve discharging the Acquisition Debt, the company may from time to time make intercompany loans to Interserve, permit set-off against its credit balances in respect of the Acquisition Debt and/or provide other financial accommodation to Interserve (together and each an "Intercompany Loan")

## Rider 2

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

The company will enter into the Agreement, together with other certain specified subsidiaries of Interserve (together with the company being the "**Guarantors**") and will irrevocably and unconditionally, jointly and severally with the other Guarantors:-

- (a) guarantee to each Finance Party (as defined in the Agreement) the due and punctual performance of Interserve's obligations under the Finance Documents (as defined in the Agreement);
- (b) undertake with each Finance Party (as defined in the Agreement) to pay on demand any amount not paid by Interserve when due under any Finance Document (as defined in the Agreement); and
- (c) indemnify each Finance Party (as defined in the Agreement) against any loss or liability suffered by that Finance Party if any payment obligation guaranteed by it is or becomes unenforceable, invalid or illegal

all as described in clause 16 of the Agreement.

The company will make Intercompany Loans.