

# G

CHFP025

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## COMPANIES FORM No. 155(6)a

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

# 155(6)a

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

[ ] [ ] [ ] [ ] [ ] [ ]

1122162

#### Note

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

Name of company

\* INDUSTRIAL BUILDING COMPONENTS LIMITED

\* insert full name  
of company

\*/We ☒ SEE APPENDIX 1

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

† delete as  
appropriate

§ delete whichever  
is inappropriate

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

The business of the company is:

~~(a) that of a [recognised bank] [licensed institution]† within the meaning of the Banking Act 1979~~

~~(b) that of a person authorised under section 8 or 4 of the Insurance Companies Act 1982 to carry on insurance business in the United Kingdom~~

(c) something other than the above§

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: SEE APPENDIX 2

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

Hammond Suddards Edge  
2 Park Lane  
Leeds  
LS3 1ES

DX: 26441 LEEDS

For official Use  
General Section

Post room



HLE  
COMPANIES HOUSE

0261  
15/01/01

The assistance is to be given to: (note 2) SEE APPENDIX 3

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Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering

The assistance will take the form of:

SEE APPENDIX 4

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

† delete as  
appropriate

BRAND HOLDINGS LIMITED

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

SEE APPENDIX 5

The amount of cash to be transferred to the person assisted is £ N/A

The value of any asset to be transferred to the person assisted is £ N/A

The date on which the assistance is to be given is WITHIN 8 WEEKS OF TODAYS DATE

The assistance is to be given to: (note 2) SEE APPENDIX 3

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Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering

The assistance will take the form of:

SEE APPENDIX 4

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

† delete as  
appropriate

BRAND HOLDINGS LIMITED

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

SEE APPENDIX 5

The amount of cash to be transferred to the person assisted is £ N/A

The value of any asset to be transferred to the person assisted is £ N/A

The date on which the assistance is to be given is WITHIN 8 WEEKS OF TODAYS DATE

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Please complete  
legibly, preferably  
in black type, or  
bold block lettering

\* delete either (a) or  
(b) as appropriate

\*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) ~~It is intended to commence the winding-up of the company within 12 months of that date, and 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)
- (b) ~~It is intended to commence the winding-up of the company within 12 months of that date, and 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 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 Hammond Suddards Edgely  
LEEDS

Declarants to sign below

Day Month Year  
on 

0	9	0	1	2	0	0	1
---	---	---	---	---	---	---	---

before me Sgt (SEAN BARROW, NELSON & CO)  
LEEDS

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

or, for companies registered in Scotland:-

The Registrar of Companies  
37 Castle Terrace  
Edinburgh  
EH1 2EB

Company No: 1122162

**INDUSTRIAL BUILDING COMPONENTS LIMITED**

(the "Company")

These are the appendices to the declaration in form 155(6)a made by all of the directors of the Company on *9th day of* January 2001.

**Appendix 1**

Details of all Directors of the Company:

Tim Askew  
126 Pontefract Road  
High Ackworth, WF7 7EE

Andrew Graeme Percy  
5 Carlton Avenue  
Wilmslow  
Cheshire, SK9 4EP

**Appendix 2**

The number and class of the shares to be acquired is as follows:

2 ordinary shares of £1 each

**Appendix 3**

Brand Holdings Limited

**Appendix 4**

The assistance will take the form of:

- 1 the Company acceding to a working capital facility letter (the "**Working Capital Facility Letter**") with The Governor and Company of The Bank of Scotland (the "**Bank**");
- 2 the Company entering into a guarantee (the "**Guarantee**") in favour of the Bank in respect of all monies and liabilities for the time being due, owing or incurred from or by, inter alia, Brand Holdings Limited ("**BHL**") to the Bank, including monies and liabilities due, owing or incurred under the Working Capital Facility Letter and a facility letter dated 13 April 2000 (the "**Facility Letter**") entered into by BHL with the Bank as amended and restated pursuant to an amendment and restatement agreement of even date in respect of the provision of term loan and guarantee facilities;

- 3 the Company entering into a debenture in favour of the Bank (the "**Debenture**") containing fixed and floating charges over all its assets, property and undertaking as security for all monies and liabilities for the time being due, owing or incurred by the Company to the Bank, including under the Guarantee;
- 4 the Company entering into an intercreditor agreement to be made between (inter alia) BHL, the Bank and RBIL (the "**IC Agreement**");
- 5 the Company entering into an intra-group funding agreement with, inter alia, BHL (the "**IGF Agreement**") pursuant to which the Company agrees to advance funds to BHL upon the request of BHL provided that certain circumstances are met; and
- 6 the Company entering into a debenture in favour of Royal Bank Investments Limited ("**RBIL**") containing fixed and floating charges over all its assets, property and undertaking as security for all monies and liabilities for the time being due owing or incurred by the Company to RBIL (which will include liabilities under the RBIL Guarantee) (the "**RBIL Debenture**"); and
- 7 the Company, amongst others, entering into a guarantee in favour of RBIL (the "**RBIL Guarantee**") guaranteeing payment on demand of all monies due from BHL to RBIL (which will include all monies owing by BHL to RBIL under a counterindemnity provided to RBIL by BHL in relation to a guarantee of BHL's (and others) liabilities to the Bank, limited to £1,000,000 issued, at the request of BHL, by RBIL in favour of the Bank).

#### Appendix 5

The principal terms on which assistance will be given are:

- A The Guarantee, the Debenture, the RBIL Debenture, the RBIL Guarantee, the Working Capital Facility Letter, the ICA Deed of Accession and the Intra-Group Funding Agreement are to be given, executed and delivered, as the case may be, either directly or indirectly as conditions precedent to the provision by the Bank, and availability of, additional loan and the continuation of the existing working capital and guarantee facilities pursuant to the Facility Letter and the Working Capital Facility Letter.
- B.
  1. Under the Guarantee, the Company will guarantee payment to the Bank of all monies and liabilities for the time being due, owing or incurred from or by, inter alia, BHL to the Bank (whether actually or contingently and whether incurred solely, severally or jointly and whether as principal or surety), which monies and liabilities will include sums borrowed by BHL from the Bank under the Working Capital Facility Letter and the Facility Letter and applied by BHL towards, or in connection with the costs of, its acquisition of the Company's shares.
  2. Under the Guarantee, the Company will grant rights of set-off to the Bank entitling the Bank to set-off any sum standing to the credit of the Company's account with the Bank against any sum owed by, inter alia, BHL to the Bank.
  3. Under the Debenture the Company will charge to the Bank by way of fixed and floating charges all of its assets, property and undertaking as security for all monies and liabilities for the time being due, owing or incurred to the Bank by the Company

(including its liabilities under the Guarantee) upon the terms more particularly set out therein.

4. Under the ICA Deed of Accession, the Company will agree to limit certain of its rights as regards the Bank and also acknowledge certain arrangements entered into between the Bank and RBIL.
5. Under the IGF Agreement the Company will, subject to certain exceptions, covenant in favour of BHL to provide funds to assist BHL in the repayment of monies owed to the Bank on an ongoing basis and, if necessary, RBIL.
6. Under the RBIL Guarantee, the Company, amongst others, will guarantee payment to RBIL of all monies and liabilities for the time being due, owing or incurred from or by, BHL to RBIL (whether actually or contingently and whether incurred solely, severally or jointly (or jointly and severally) and whether as principal or surety), and which will include, but not be limited to, monies owing by BHL to RBIL under a counter indemnity provided by BHL to RBIL in relation to a guarantee of BHL's (and others) liabilities to the Bank, limited to £1,000,000 issued, at the request of BHL, by RBIL in favour of the Bank.
7. Under the RBIL Debenture, the Company will charge to RBIL by way of fixed and floating charges all of its assets, property and undertaking as security for all monies and liabilities for the time being due, owing or incurred to RBIL by the Company which will include its liabilities under the RBIL Guarantee upon the terms more particularly set out therein.

**AUDITORS' REPORT TO THE DIRECTORS OF  
INDUSTRIAL BUILDING COMPONENTS LIMITED  
PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985**

We have examined the attached statutory declaration of the directors dated 9 January 2001 in connection with the proposal that the company should give financial assistance for the purchase of the whole of the issued share capital of the company.

***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.

*PKF*

**PKF**  
Registered Auditors  
Liverpool

9 January 2001