

# 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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3305786

Name of company

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

\* HILLMART LIMITED

\*Insert full name of company

~~19~~ Wet TIMOTHY KILROE and ANNIE MARY KILROE both of

Copper Beeches, Great Warford, Alderley Edge, Cheshire, SK9 7TL

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

§Delete as appropriate

~~19~~ ~~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

~~19~~ (a) ~~that of a recognised bank, licensed institution within the meaning of the Banking Act 1979 or~~

~~19~~ (b) ~~that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on~~

~~19~~ ~~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

~~19~~ [company] ~~company's holding company~~

‡

~~19~~ 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: \_\_\_\_\_

AS SET OUT IN SCHEDULE 1

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

Peter Rickson & Partners  
Solicitors  
Stock Exchange Building  
4 Norfolk Street

Manchester M2 1DP

Ref: 54/2T01821

For official use

General Section

Post room



A37 \*ACDP8VC3\* 41  
COMPANIES HOUSE 02/05/97

The assistance is to be given to: (note 2) THOSE PERSONS WHOSE NAMES AND ADDRESSES  
ARE SET OUT IN SCHEDULE 1

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 SCHEDULE 2

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

THOSE PERSONS WHOSE NAMES AND ADDRESSES APPEAR IN SCHEDULE 1

\*Delete as  
appropriate

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

SEE SCHEDULE 3 *JS*

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 17<sup>th</sup> APRIL *JS* 1997

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)

~~by 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 Four Seasons Hotel  
Hale Bains, Attleborough.

the 17<sup>th</sup> day of April

One thousand nine hundred and nineteen

before me JAN 1981

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

Declarants to sign below

A. M. 1980

J. K. 1981

## 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.



**KPMG**

St James' Square  
Manchester M2 6DS

Tel 0161 838 4000  
Fax 0161 838 4040  
Telex 668265 PMMMAN G  
DX 718187 Manchester 3

The Directors  
Hillmart Limited  
Hale Road  
Hale Barns  
Cheshire  
WA15 8XW

Our ref      ers/dmb/005

17 April 1997

Dear Sirs

**Auditors' report to the directors of Hillmart Limited pursuant to Section 156(4) of the Companies Act 1985**

We have examined the attached statutory declaration of the directors dated 17 April 1997 in connection with the proposal that the company should give financial assistance for the purchase of the entire share capital of the company. We have enquired into the state of the company's affairs in order to review the bases for the statutory declaration.

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.

Yours faithfully

KPMG



**SCHEDULE 1 TO GO WITH FORM 155(6)a**

<b>Name and address</b>	<b>Number of Ordinary Shares of £1 in the capital of Hillmart Limited</b>
Barry Andrew Kilroe 15 Cannock Drive Bankside Park Heaton Mersey Stockport	303905
John Joseph Kilroe Gnome Cottage 60 Knutsford Road Wilmslow Cheshire	303905
Martin Gerard Kilroe 40 The Circuit Wilmslow Cheshire	303905
Paul Matthew Kilroe Copper Beeches Chelford Road Alderley Edge Cheshire	303905
Timothy Anthony Kilroe 17 Shoreditch Close The Paddocks Heaton Moor Stockport Cheshire	303905
Franco Ezio Martinelli The Four Seasons Hotel Hale Road Hale Barns Altrincham Cheshire	73540



<b>Name and address</b>	<b>Number of Ordinary Shares of £1 in the capital of Hillmart Limited</b>
Martinelli Wines Limited The Four Seasons Hotel Hale Road Hale Barns Altrincham Cheshire	33088
Thornsett Vale Limited The Four Seasons Hotel Hale Road Hale Barns Altrincham Cheshire	166,667 729,201 100,000
Graham McInnes 7th Floor Television House Mount Street Manchester	2173384
Trustees of Kilroe Family Pension Fund Copper Beeches Chelford Road Alderley Edge Cheshire	325,000



## **SCHEDULE 2 TO GO WITH FORM 155(6)a**

**Hillmart Limited (Company No. 3305786)**  
("the Company")

The financial assistance will take the form of:

1. The execution of a loan agreement ("the Loan Agreement") between Co-operative Bank Plc ("Co-op), Unity Trust Bank Plc ("Unity"), the Company, Four Seasons Hotel Investments Limited ("Investments"), Four Seasons Hotel Limited ("Hotel"). Under the terms of the agreement, Unity and Co-op will advance the sum of up to £8,400,000, and including overdraft facilities and working capital facilities to the Company ("the Loans"), part of which will be used to facilitate the acquisition of shares in the capital of the Company by those persons named in Schedule 1. The Loan Agreement provides for the giving of warranties, representations and indemnities, covenants and undertakings in favour of Co-op, and Unity relating inter alia to the financial position, constitution and future conduct of the Company and for the payment of Co-op and Unity's professional fees in conjunction with the preparation of the Loan Agreement and related matters.
2. The execution of a composite guarantee and debenture ("the Guarantee and Debenture") between Co-op, Unity, the Company, Investments, and Hotel, including a fixed and floating charge over inter alia the Company's assets and undertaking to assist in securing the obligations of the Company to Co-op, and Unity, under the Loan Agreement.
3. The execution of a composite legal charge ("the Legal Charge") between Co-op, Unity, Mr Timothy Kilroe and Mrs Annie Mary Kilroe ("Mr and Mrs Kilroe") and the Company in favour of Co-op and Unity to secure the obligations of the Company under the Loan Agreement.
4. The execution of a mortgages of life policy in favour of Co-op, and Unity to secure the obligations of the Company under the Loan Agreement, for a minimum sum assured of £4 million on Mr Timothy Kilroe and for a minimum sum of £1 million on Mr Andrew Langwallner.
5. The execution of a deed of priority ("the Deed of Priority") and pro-rata deed ("the Pro-Rata Deed") between Co-op, Unity, the Company, Hotel, Investments, and Daniel Thwaites Plc ("Thwaites") (Thwaites being only a party to the Deed of Priority) to regulate the security arrangement between Co-op, Unity and Thwaites.
6. The execution of a novation agreement ("the Novation Agreement") between the Company, Hotel, and Thwaites under the terms of which the Company will assume all of the obligations of Hotel under a loan agreement dated 5th October 1994 with Thwaites ("the Thwaites Loan Agreement") and a trading agreement of 5th October 1994 ("the



Thwaites Trading Agreement”) with Thwaites, and Thwaites will advance an additional £400,000 loan to the Company under the terms of the Novation Agreement.

7. The execution of a legal charge (“the Thwaites Charge”) in favour of Thwaites by the Company, Investments, Hotel, and Mr & Mrs Kilroe to secure the obligations of the Company under the Novation Agreement.
8. The payment of Thwaites legal costs relating to preparation of the Novation Agreement and the Thwaites Charge.

### **SCHEDULE 3 TO GO WITH FORM 155(6)a**

(Definitions in this Schedule have the meanings attributed to them in Schedule 2)

#### **Hillmart Limited (Company No. 3305786)**

The principal terms of the assistance are:

1. Pursuant to the Loan Agreement:

- (a) the Company undertakes to repay on demand the overdraft facility of ~~£~~ £1,050,000<sup>2</sup> to Co-op together with interest to the date of discharge and all costs incurred in connection therewith;
- (b) the Company's giving of warranties and indemnities, covenants and undertakings in favour of Co-op and Unity relating to inter alia the financial position, constitution of future conduct of the Company, Investments and Hotel;
- (c) the Company undertakes to repay the principal sum of <sup>£</sup> up to £8.4 million<sup>2</sup> ~~£~~ to Co-op and Unity together with interest as set out in the repayment Schedule and all fees and expenses incurred in connection therewith.

2. Pursuant to the Composite Guarantee and Debenture the Company:

- (a) guarantees to pay to the Co-op and Unity on demand all indebtedness, liabilities and obligations of any kind (whether present or future, actual or contingent and whether incurred alone or jointly with another and whether as principal or surety) including interest, banking charges and commission and all costs in connection therewith; and
- (b) creates encumbrances over all the Company's undertaking, property, assets and rights by way of fixed and floating charge as a continuing security for



indebtedness, liabilities and obligations of the Company to the Co-op and Unity including continent liabilities.

3. Pursuant to the Composite Legal Charge the Company charges the Company's interest in properties registered at HM Land Registry with Title Numbers GM86029, GM86076 and GM196048 including all additions thereto, fixtures and fittings, fixed plant machinery in or about the properties as continuing security for the indebtedness, liabilities and obligations of the Company to Co-op and Unity.
4. Pursuant to the Deed of Priority and Pro-Rata Deed the Company agrees to be bound by the arrangements between the Co-op, Unity, Thwaites (Thwaites only being a party to the Deed of Priority), Investments and Hotel.
5. Pursuant to the Mortgages of Life Policy the Company assigns by way of security the life policies referred to therein in favour of the Co-op and Unity as a continuing security for the payment on demand of all indebtedness, liabilities and obligations of the Company to the Co-op and Unity including continent liabilities in respect of Investments and Hotel together with interest to the date of discharge and the payment by the Company of all costs in connection therewith.
6. Pursuant to the Novation Agreement, assuming all of the obligations of Hotel under the Thwaites Loan Agreement and the Thwaites Trading Agreement with Thwaites in return for an advance of a £400,000 loan to the Company. Such loan to be repaid under the terms of the Novation Agreement and Thwaites Loan Agreement.
7. Pursuant to the Thwaites Charge the Company charges the Company's interest in properties registered at HM Land Registry with Title Numbers GM86029, GM86076 and GM196048 including all additions thereto, fixtures and fittings, fixed plant machinery in or about the properties as continuing security for the indebtedness, liabilities and obligations of the Company to Thwaites..

