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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

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

3577415

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

Name of company

* NCP SOUTH ENGLAND LIMITED

* insert full name
of company

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

☒ We ☐ We
Paul John Thomas Gilbert of Oldfield, Saint Marys Road, Bowdon, Cheshire WA14 2PJ
Tracey Anna Marie Hanson of 4 Broomsleigh Street, London NW6 1QW
Robert Magnus MacNaughton of High Tong Lodge, Marle Place Road, Brenchley, Kent TN12 7HS
Philip Thomas Robinson of 11 Kennedy Close, Orpington, Kent BR5 1HP

† delete as
appropriate

§ delete whichever
is inappropriate

~~XXXXXXXXXX~~ [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 30A of the Insurance Companies Act 1982 to carry~~

~~on a business of the following kind~~

(c) something other than the above§

The company is proposing to give financial assistance in connection with the acquisition of shares in the

~~XXXXXXXXXX~~ [company's holding company] Pointspec

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: 22,088,842 ordinary shares shares of
£1 each and 198,799,573 non-cumulative preference shares of £1 each

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

Ashurst Morris Crisp
Broadwalk House, 5 Appold Street,
London, EC2A 2HA

For official Use
General Section

Post room



LD5
COMPANIES HOUSE

0404
15/12/03

The assistance is to be given to: (note 2) Trendcycle Limited (No. 4572195) of 21 Bryanston Street, London
W1H 7AB

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

The assistance will take the form of:

Please see attachment 1.

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

† delete as
appropriate

Parking International Limited (in members' voluntary liquidation) (No. 4422334)

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

Please see attachment 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 today's 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) ☒ 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 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
Ashurst Morris Crisp
Broadwalk House
5 Appold Street
London EC2A 2HA

Declarants to sign below

Day Month Year
on 28 1 2 2 0 0 3

before me Walter Joseph Lima
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

NCP SOUTH ENGLAND LIMITED
Company Number 3577415
Attachment 1 to Form 155(6)a

1.1 Guarantees

Guarantees and indemnities granted by the Company (on or about the date hereof) to the persons (the "**Financiers**") providing Trendcycle Limited and others with senior loan and other facilities of initially up to £148,000,000 pursuant to a senior facilities agreement dated on or about the date hereof (the "**Facilities Agreement**").

1.2 Security

Fixed and floating charges granted by the Company (on or about the date hereof) over all its assets and undertaking (subject to the terms of the Debenture (as defined in Attachment 2)) present and future by way of security for (inter alia) its obligations under the guarantees and indemnities referred to in paragraph 1.1. above.

1.3 Priority

Priority and subordination arrangements entered into by the Company with (among others) the Financiers pursuant to an intercreditor agreement dated on or about the date hereof (the "**Intercreditor Agreement**").

NCP SOUTH ENGLAND LIMITED
Company Number 3577415
Attachment 2 to Form 155(6)a

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

1.1 Guarantees

The guarantees and indemnities referred to in paragraph 1.1 of Attachment 1 are recorded in the Facilities Agreement and pursuant to which the Company jointly and severally with other members of the group of companies of which it is a member:

- (a) as principal obligor guarantees payment of monies owing (and performance of obligations undertaken) to the Financiers under the Facilities Agreement;
- (b) agrees to indemnify the Financiers for any cost, loss or liability suffered by any of them as a result of (amongst other things) any obligation owed to them under the Finance Documents (as defined in the Facilities Agreement) not being paid or performed on its due date or any obligation guaranteed by it becoming unenforceable, invalid or illegal;
- (c) agrees that its guarantee and indemnity obligations will not be affected by (amongst other things) any act, circumstance, omission, matter or thing which would otherwise reduce, release or prejudice any of such obligations or prejudice or diminish such obligations; and
- (d) agrees that any Financier set off any obligation owed by the Company to the Financier against any obligation (whether or not due and payable) owed by that Financier to the Company.

1.2 Security

The security referred to in paragraph 1.2 of Attachment 1 is to be created by the Company executing a debenture (the "**Debenture**") in favour of The Royal Bank of Scotland plc as trustee (the "**Security Trustee**") for the Financiers. By entering into the Debenture, the Company will (amongst other things):

- (a) as primary obligor, covenant with the Security Trustee that it will pay or discharge all outstandings under the Finance Documents;
- (b) subject to the terms of the Debenture, as beneficial owner and with full title guarantee, charge in favour of the Security Trustee all its assets and undertakings by way of fixed and/or floating charges and/or assignment by way of security for the payment, discharge and performance of such outstandings;
- (c) undertake to, at its own expense, execute and do all such assurances, acts and things as the Security Trustee may reasonably require for perfecting or protecting the security intended to be created by the Debenture over the assets secured thereby; and

- (d) permit the Security Trustee to set off any obligation due and payable by the Company to the Security Trustee against any obligation (whether or not due and payable) owed by the Security Trustee to the Company; and
- (d) covenant that without the prior consent of the Security Trustee, it shall not create to subsist any Security (as defined in the Debenture) other than as permitted in the Facilities Agreement or transfer, lease, assign, lend or otherwise dispose of the whole or any part of its undertaking or assets.

1.3 Priority

By executing the Intercreditor Agreement, the Company (amongst other things) will:

- (a) covenant to pay the amounts owing under the Finance Documents; and
- (b) agree that any sums owed to it by any other member of its group will be subordinated to sums owed by such members of the group to the Financiers.

1.4 Amendments

The Company's obligations as described above continue in relation to the Finance Documents as they may be amended, modified, varied or restated from time to time.

Direct line: 020 7007 3162
Direct fax: 020 7007 3063

The Directors
NCP South England Limited
21 Bryanston Street
London
W1H 7AB

8 December 2003

Dear Sirs

AUDITORS' REPORT TO THE DIRECTORS OF NCP SOUTH ENGLAND LIMITED (the "Company") PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985

We have examined the attached statutory declaration (form 155(6)(a)) of the directors of the Company dated 8 December 2003 in connection with the proposal that the Company should give financial assistance for the purpose of reducing or discharging liability incurred for the purpose of the acquisition of the shares of a holding company, Pointspec Limited.

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.

Deloitte & Touche LLP

Deloitte & Touche LLP