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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

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

3592213

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

Name of company

* Harrington Brooks (Accountants) Limited (the "Company")

* insert full name
of company

~~We~~ See Annexure 1

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

† delete as
appropriate

~~We~~ [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 person authorised under section 3 of the Insurance Companies Act 1982 to carry on~~

~~(b) that of a person authorised under section 3 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]~~

~~XXXXX~~

The assistance is for the purpose of ~~the 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: 3 ordinary shares
of £1.00 each (the "Shares")

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

Pinsent Masons
The Chancery
58 Spring Gardens
Manchester
M2 1EW
GH/20165591

For official Use
General Section

Post room



A06
COMPANIES HOUSE

AACH648U

0373
07/04/05

The assistance is to be given to: (note 2) PIMCO 2255 Limited (registered number 5340334)

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whose registered office is at 1 Park Row, Leeds LS1 5AB (the "**Purchaser**")
Hallco 1001 Limited (Registered Number 5026584) whose registered office is at
St James' Court, Brown Street, Manchester M2 2JF (the "**Hallco**")

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

The assistance will take the form of:

See Annexure 2

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

† delete as
appropriate

Hallco

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

See Annexure 3

The amount of cash to be transferred to the person assisted is £ See Annexure 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

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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~~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 ~~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

Declarants to sign below

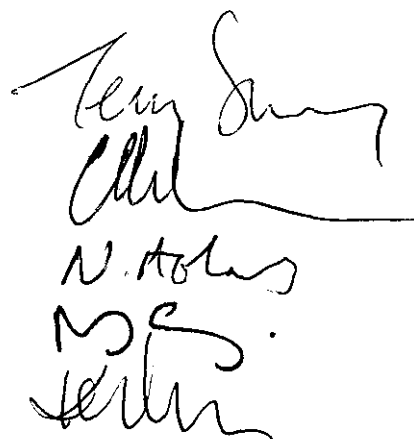
PINSENT MASONS

on

Day	Month	Year
3	0	3
2	0	0
5		

before me KWARAN TOL

A ~~Commissioner for Oaths or Notary Public or Justice of the Peace or~~ 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

Harrington Brooks (Accountants) Limited

Annexure 1 to Companies House Form 155(6)a

Declaration in relation to assistance for the acquisition of shares

Miles Grady of Mere Farmhouse School Lane, Marton, Cheshire SK11 9HD

Nicholas Holmes of The Farmhouse, Dunge Farm, Macclesfield Road, Alderley, Cheshire SK10 4SN

Christopher Holmes of The Lodge, Abberley Hall, Alderley Edge, Cheshire SK9 7TJ

Terry Sweeney of 12 Woodlands Park, Liverpool, L12 1ND

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Harrington Brooks (Accountants) Limited

Annexure 2 to Companies House Form 155(6)a

Declaration in relation to assistance for the acquisition of shares

Form of assistance

The financial assistance will take the form of:

1. The execution, delivery and performance by the Company of the following documents all of which give security for a £5,000,000 revolving credit facility to be made available by National Westminster Bank Plc (the "**Bank**") to the Purchaser (the "**Facility Agreement**") and which the Purchaser will use in part to satisfy the consideration payable for the acquisition by the Purchaser of the entire issued share capital of the Parent (the "**Acquisition**");
 - 1.1 an intra-group loan agreement (the "**Intra-Group Loan Agreement**") to be entered into by the Company, the Parent and Ask Finance Limited (company number 04229724) (the "**Subsidiary**"), FS Compliance Limited ("**FSCL**") and Pinco 2233 (as lenders) and the Purchaser (as borrower) pursuant to which any sums made available to the Purchaser could be used by the Purchaser, inter alia, to meet its obligations to the Bank under the Facility Agreement;
 - 1.2 an unlimited inter-company composite guarantee (the "**Guarantee**") to be given by the Parent, the Company, PINCO 2233 Limited, the Purchaser, the Subsidiary and FSCL (amongst others) (together the "**Group**") to the Bank pursuant to which the Company would guarantee the payment and discharge by the Purchaser and the other members of the Group of all obligations and liabilities to the Bank (including under the Facility Agreement) and further indemnify the Bank in respect of such liabilities;
 - 1.3 a debenture (the "**Debenture**") to be given by the Company to the Bank pursuant to which the Company would create fixed and floating charges over all its property assets and undertaking, both present and future, in favour of the Bank, as security for the payment and discharge of all liabilities and obligations of the Company to the Bank (including under the Guarantee). The Debenture contains a further assurance clause which would enable the Bank to call for additional security documents to be entered into at the Bank's request to, amongst other things, perfect by way of legal charge a charge which as created in the Debenture was merely equitable;
 - 1.4 a composite guarantee and debenture ("**Investor Guarantee and Debenture**") to be given by the Parent, the Company, the Purchaser and the Subsidiary amongst others to Inflexion General Partner Limited as security trustee ("**Investor Trustee**") for itself and General Partner of Inflexion Scottish Limited Partnership as General Partner of Inflexion Fund 2 Limited Partnership and Inflexion General Partner Limited as General Partner Limited as General Partner of Participation Scottish Limited Partnership as General Partner of Co-Invest Limited Partnership ("**Stockholders**") as security for all present and future liabilities and obligations of the Purchaser or PINCO 2233 Limited to any of the Investors or the Investor Trustee from time to time, absolute, contingent or otherwise;
 - 1.5 a composite guarantee and debenture to be given by the Parent, the Company and the Purchaser (amongst others) to Miles Grady as security trustee ("**Vendor Trustee**") for the holders of the £4,737,500 fixed rate series B secured loan stock (the "**B Series Loan Note Holders**") (the "**Vendor Guarantee and Debenture**") as security for all present and future liabilities and obligations of the Purchaser or PINCO 2233 Limited to any of the B Series Loan Note Holders or the Vendor Trustee, absolute, contingent or otherwise; and

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- 1.6 a deed of priority and subordination (the "**Intercreditor Deed**") to be entered into between the Parent, the Company and each other member of the Group, the Bank and the Vendor Trustee and the Investor Trustee pursuant to which the Company would acknowledge the priorities of security and ranking of payments and other contractual arrangements made between the Bank, the Investor Trustee and the Vendor Trustee.

Harrington Brooks (Accountants) Limited

Annexure 3 to Companies House Form 155(6)a

Declaration in relation to assistance for the acquisition of shares

Principal Terms

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

1. Guarantee
 - 1.1 Under the terms of the Guarantee the Company amongst others joint and severally guarantee on demand to pay to the Bank all liabilities to the Bank of any kind and in any currency (whether present or future, actual or contingent and whether incurred alone or jointly with another) together with the Bank's charges, commission, interest and expenses.
 - 1.2 Under the terms of the Guarantee the Bank is afforded a right of set off at any time and without notice, both before and after demand.
2. Debenture
 - 2.1 Under the terms of the Debenture the Company covenants to the Bank to discharge on demand all the Company's liabilities to the Bank of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Bank's charges, commission, interest and expenses ("**Secured Obligations**").
 - 2.2 Under the Debenture, the Company with full title guarantee charges in favour of the Bank as a continuing security for the payment and discharge of the Secured Obligations:
 - 2.2.1 **By** way of legal mortgage all the freehold and leasehold property now vested in or charged to the Company including any Registered Land
 - 2.2.2 **By** way of fixed charge all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Company except the property charged by paragraph 1.1 above
 - 2.2.3 **By** way of fixed charge all fixtures and fittings from time to time attached to any freehold and leasehold property of the Company
 - 2.2.4 **By** way of fixed charge all the plant and machinery vehicles and computer equipment of the Company present and future not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts
 - 2.2.5 **By** way of fixed charge all furniture furnishings equipment tools and other chattels of the Company present and future not regularly disposed of in the ordinary course of business
 - 2.2.6 **By** way of fixed charge all rents receivable from any lease granted out of any freehold and leasehold property of the Company
 - 2.2.7 **By** way of fixed charge all the goodwill and uncalled capital of the Company present and future

[Handwritten signatures and initials]
KT

- 2.2.8 **By way of fixed charge all stocks shares and other securities held by the Company from time to time in any subsidiary and all income and rights derived from or attaching to the same**
- 2.2.9 **By way of fixed charge all stocks shares and other securities of the Company present and future (except those charged by paragraph 2.2.8 above) and all income and rights derived from or attaching to the same**
- 2.2.10 **By way of fixed charge all Intellectual Property Rights choses in action licences and claims of the Company present and future and the insurance policies and proceeds of any insurance from time to time affecting the Property. "Intellectual Property Rights" include (without limitation) all rights in patents inventions copyrights design rights trademarks service marks database rights confidential information know-how domain names and business names**
- 2.2.11 **By way of fixed charge the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument made with the Bank or any third party**
- 2.2.12 **By way of fixed charge all book debts and other debts of the Company present and future and the proceeds of payment or realisation of each of them until the receipt of the proceeds from time to time into an account in accordance with Clause 4.2 of the Debenture**
- 2.2.13 **By way of fixed charge all funds standing to the credit of the Company from time to time on any account with the Bank or any other bank or financial institution or organisation including all receipts from time to time paid into an account in accordance with Clause 4.2 of the Debenture Provided that the Bank may without prejudice to this deed permit the Company to make withdrawals from time to time**
- 2.2.14 **By way of floating charge all the undertaking and all property assets and rights of the Company present and future not subject to a fixed charge under the Debenture**

2.3 **Restrictions**

- 2.3.1 **The Company will not without the previous written consent of the Bank:-**
- 2.3.2 **Create** or permit to arise any mortgage charge or lien on the Property
- 2.3.3 **Dispose** of the Property charged by paragraphs 2.2.1 to 2.2.13 above inclusive
- 2.3.4 **Deal** with the Company's book debts and other debts otherwise than by collecting them in the ordinary course of the Company's business and in particular the Company will not realise its book debts and other debts by means of block discounting factoring or the like
- 2.3.5 **Dispose** of the Property charged by paragraph 2.2.14 above other than in the ordinary course of business
- 2.3.6 **Grant** or accept a surrender of any lease or licence of or part with or share possession or occupation of its freehold and leasehold property or any part of it
- 2.3.7 **If the Bank does consent to the creation of a mortgage or charge on the Property it may require a priority agreement or deed with the mortgagee or**

chargee. In the case of Registered Land this will require registration and will be a public document

2.4 The Debenture contains a covenant of further assurance under which the Company shall, at any time required by the Bank, execute in favour of the Bank such further security in order to secure the payment and discharge of the Secured Obligations.

2.5 The Debenture otherwise contains provisions usual in a Debenture of this nature including the granting of a power of attorney and the right to appoint a receiver.

2.6 Defined terms used in the Debenture:

Property: The whole and any part of the undertaking property and assets of the Company charged by Clause 1 of the Debenture

3. Intra-Group Loan Agreement

Under the terms of the Intra-Group Loan Agreement the Purchaser may borrow monies from the Company, amongst others, in order to meet its obligations to the Bank and otherwise.

4. Investor Guarantee and Debenture

4.1 The Company (amongst others) hereby irrevocably and unconditionally guarantees to the Stockholders to pay to the Stockholders on demand when due the Secured Obligations.

4.2 The Guarantee is given as continuing security for the whole amount due or owing to the Stockholders from time to time.

4.3 Covenant to Pay

4.3.1 Under the terms of the debenture contained with the Investor Guarantee and Debenture the Company covenants that as when the Secured Obligations or any part of them are due for payment or on such earlier date as the security becomes enforceable in accordance with the terms of the Investor Guarantee and Debenture it shall on demand in writing by the Stockholders pay the Secured Obligations (or as the case may be the part of the Secured Obligations then due to be paid and remaining unpaid) to the Stockholders.

4.4 Fixed And Floating Charges

With full title guarantee and as a continuing security for the payment or discharge of all the Secured Obligations and all their other obligations under the Investor Guarantee and Debenture:-

4.4.1 the Company charges to the Stockholders by way of first legal mortgage:-

(a) all its freehold and leasehold interest in the properties title to which is registered at HM Land Registry described in part I of schedule 2 to the Investor Guarantee and Debenture together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including other trade fixtures and excluding in the case of freehold property and leasehold property which is let or let to a third party, tenant's and trade fixtures and fittings of such third party) and its fixed plant and machinery at any time thereon;

(b) all other freehold and leasehold interests in the properties now vested in it but title to which is not registered at HM Land Registry described in part II of schedule 2 to the Investor Guarantee and

Debenture together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including other trade fixtures and excluding in the case of freehold property and leasehold property which is let or let to a third party, tenant's and trade fixtures and fittings of such third party) and its fixed plant and machinery at any time thereon;

4.4.2 The Company charges to the Stockholders by way of first fixed charge:-

- (a) all present and future freehold and leasehold property of the Company not otherwise charged by way of legal charge pursuant to paragraphs 4.1.1 or 4.1.2 above together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including trade fixtures and excluding in the case of freehold property and leasehold property which is let or let to a third party, tenant's and trade fixtures and fittings of such third party) and its fixed plant and machinery at any time thereon;
- (b) all estates and interests not hereinbefore effectively charged now or hereafter belonging to the Company in or over land wheresoever situate or the proceeds of sale of land and all licences now or hereafter held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become a party or otherwise entitled and all trade and tenants' fixtures, plant and machinery owned by the Company now or hereafter annexed to all freehold and leasehold property its estate or interest in which stands charged under the Investor Guarantee and Debenture;
- (c) all Stock, shares (including but not limited to shares in any subsidiary), debentures, loan capital, right to subscribe for, convert other securities into or otherwise acquire any Stock, shares, debentures or loan capital of any other body corporate now or at any time hereafter belonging to the Company, together with all dividends (unless such dividends are or are to be paid in satisfaction of any of the Secured Obligations), interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing;
- (d) the goodwill of the Company and its uncalled capital now or at any time hereafter in existence and future calls (whether made by the directors of the Company or by a Receiver or a liquidator);
- (e) all Intellectual Property;
- (f) all plant, vehicles and machinery now or at any time hereafter belonging to the Company (excluding however plant and machinery for the time being forming part of its stock in trade or work in progress);
- (g) all chattels now or at any time hereafter hired, leased or rented by the Company to any other person together in each case subject to and with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of such contract;
- (h) all Receivables;

- (i) the benefit of all contracts licences consents and authorisations (statutory or otherwise) ("Contracts") held in connection with its business or the use of any Charged Property specified in any other paragraph of this paragraph [] and the right to recover and receive all compensation which may be payable to it in respect of them;
- (j) the benefit of all representations, undertakings, warranties and indemnities granted in favour of the Company under or pursuant to the Acquisition Documents and the right to recover and receive all damages and/or compensation which may be payable to it in respect of them.

4.4.3 The Company also charges to the Stockholders by way of first floating charge all its undertaking and all its property and assets whatsoever and wheresoever situated both present and future, including (without prejudice to the generality of the foregoing) (i) heritable property and all other property and assets in Scotland and (ii) the proceeds of the collection of any Receivables, but excluding any property or assets from time to time or for the time being effectively charged by way of fixed charge under or pursuant to the Investor Guarantee and Debenture.

4.5 Negative Pledge And Further Security

4.5.1 The Company severally covenants with the Stockholders that during the continuance of the Investor Guarantee and Debenture it shall not without the consent in writing of the Stockholders:-

- (a) create, extend or permit to subsist any Encumbrance (other than a Permitted Encumbrance) upon any of the Charged Property to secure any liability, actual or contingent;
- (b) save as permitted or required under the Investor Guarantee and Debenture, sell, discount, factor, transfer, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or, save in the normal course of trading, any part of the Charged Property.

4.5.2 Without prejudice to the generality of the covenant for further assurance deemed to be included under the Investor Guarantee and Debenture, the Company shall from time to time whensoever requested by the Stockholders and at the Company's cost, execute in favour of the Stockholders, or as the Stockholders may reasonably direct, such further or other legal assignments, transfers, mortgages, legal or other charges or securities as in each case it may be lawful for the Company to execute and are not inconsistent with the provisions under the Investor Guarantee and Debenture and the Stockholders shall reasonably stipulate over the Charged Property for the purpose of more effectively providing the security stipulated under the Investor Guarantee and Debenture for the payment or discharge of the Secured Obligations. Without prejudice to the generality of the foregoing, such assignments, transfers, mortgages, legal or other charges or securities shall be in such form as the Stockholders may reasonably require.

4.5.3 Defined terms used in the Investor Guarantee and Debenture

"Acquisition Documents" means the acquisition agreement dated on or about the date of this Deed for the acquisition of the entire issued share capital of the Targets together with all other documents entered into or to be delivered pursuant thereto;

"Charged Property"	means the property referred to in clause 4 (<i>Investor Guarantee and Debenture</i>) and all other property of whatsoever nature from time to time charged by or pursuant to this Deed;
"Encumbrance"	includes any mortgage, pledge, lien, charge assignment by way of security, hypothecation, security, interest or any other security agreement or arrangement (excluding retention of title clauses) whether relating to existing or future assets;
"Finance Documents"	means the documents to be entered into by the Charging Companies and the Royal Bank of Scotland plc
"Intellectual Property"	means copyrights, patents and registered and unregistered designs (including applications and rights to apply therefor), inventions, trademarks and service marks whether registered or not (including all registrations thereof and applications and rights to apply therefor), confidential information and know-how and fees, royalties and other rights of every kind deriving from copyright, patents or inventions or other intellectual property throughout the world now or at any time hereafter belonging to or created by or assigned to the Company;
"Loan Stock Instrument"	the instrument dated on or about the date of the Investor Guarantee and Debenture executed by PIMCO 2255 Limited constituting the Stock;
"Permitted Encumbrance"	means any of: <ul style="list-style-type: none"> (a) a lien or right of set-off arising between the Company and the other parties to the Investor Guarantee and Debenture (other than the Stockholders) or in the ordinary course of business solely by operation of law (or by contractual provisions having substantially similar effect) and securing amounts not more than 40 days overdue or where the payment of the amount is being contested in good faith; or (b) an Encumbrance arising under the Finance Documents; or (c) an Encumbrance over any asset arising in the ordinary course of business as a result of the title retention or title-transfer provision in the contract relating to the acquisition of that asset; (d) an Encumbrance which the Stockholders has at any time in writing agreed shall be a Permitted Encumbrance;
"Receivables"	means all present and future book debts, rentals, royalties, fees, amounts receivable under any hedging arrangements, VAT and all other amounts recoverable or receivable by the Company from other persons due or owing to the Company and the benefit of all rights relating thereto including, without limitation, negotiable instruments, legal and equitable charges, reservations of

property rights, rights of tracing and unpaid vendor's liens and similar associated rights;

"Receiver"

means any receiver or receiver and manager or administrative receiver appointed by the Stockholders under or by virtue of the Investor Guarantee and Debenture whether alone or jointly with any other person and includes any substitute for any of them appointed from time to time;

"Secured Obligations"

means all indebtedness, liabilities and obligations which are now or may at any time hereafter be due, owing or incurred in any manner whatsoever to the Stockholders or any of them by the Company or the other parties to the Investor Guarantee and Debenture (other than the Stockholders), whether actually or contingently, pursuant to or in respect of the Stock (or any of it) from time to time in issue or pursuant to the guarantee under the Investor Guarantee and Debenture and in any case, whether solely or jointly with any other person, whether as principal or surety and in whatever currency denominated and including interest, discount, commission and other lawful charges or reasonable expenses;

"Stock"

the Fixed Rate Series A Secured Loan Stock 2012 of PIMCO 2255 Limited constituted by the Loan Stock Instrument;

"Targets"

means Ask Finance Limited, Hallco 1001 Limited and FS Compliance Limited;

5. Vendor Guarantee and Debenture

- 5.1 Under the terms of the Vendor Guarantee and Debenture the Company amongst others agrees to the security for all present and future liabilities and obligations of the Purchaser or PINCO 2233 Limited to any of the B Series Loan Note Holders or the Vendor Trustee, absolute, contingent or otherwise.

6. Intercreditor Deed

Under the terms of the Intercreditor Deed the Company amongst others agrees to the priority of security and subordination of payment arrangements agreed between the Group, the Bank and the Investor Trustee and Vendor Trustee.

Harrington Brooks (Accountants) Limited

Annexure 4 to Companies House Form 155(6)a

Declaration in relation to assistance for the acquisition of shares

The amount of any loans made from time to time by the Company to the Purchaser under the terms of the Intra-Group Loan Agreement.

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