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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

03679828

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

Name of company

\* Mouchel Business Services Limited

\*Insert full name  
of company

I/We†

Alan Rylett, 1 Borrowdale Drive, Leamington Spa, Warwickshire, CV32 6NY

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

Richard Cuthbert, Saxons, Meath Green Lane, Horley, RH6 8JA

Kevin Young, 35 Dean Close, Woking, Surrey, GU22 8NX

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 3 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]~~ by Mouchel Parkman Holdings Limited (Company

number 5887559) ‡

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

[37,000,000 £1 12% preference shares, 3,583,000 £1 11% preference shares, 114,998,752 £1 Ordinary Shares]

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

FRESHFIELDS BRUCKHAUS  
DERINGER  
65 FLEET STREET, LONDON  
ENGLAND EC4Y 1HS  
DX 23 LONDON/CHANCERY  
LANE

For official use  
General Section

Post room

FRIDAY



LD6

02/11/2007

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COMPANIES HOUSE

The assistance is to be given to (note 2)

Mouchel Parkman Holdings Limited (Company Number 5887559), West Hall, Parvis Road, West Byfleet, Surrey, KT14 6EZ

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

The execution, delivery and performance of the terms of the accession letter to be entered into by the Company in respect of the Credit Agreement (as defined below) under which the Company will grant guarantees and indemnities to each Finance Party (as defined in the Credit Agreement) (the *Accession Letter*)

The execution, delivery and performance of the terms of an intra-group loan agreement to be entered into between the Company, Mouchel Parkman plc and certain of its subsidiaries, each as a lender and a borrower (the *Company Intra-Group Loan Agreement*)

The *Credit Agreement* means the £125,000,000 credit agreement dated 1 August 2007 and made between, amongst others, Mouchel Parkman plc and others (as revolving borrowers, bond borrowers and original guarantors), The Royal Bank of Scotland plc and Lloyds TSB Corporate Markets (as joint mandated lead arrangers), National Westminster Bank plc and Lloyds TSB Bank plc (as original lenders and original issuing banks), National Westminster Bank plc (as original guaranteeing bank) and The Royal Bank of Scotland plc (as agent)

The person who [has acquired ~~and has acquired~~] \* the shares is  
Mouchel Parkman Holdings Limited (Company Number 5887559)

\*Delete as  
appropriate

The principal terms on which the assistance will be given are

See Schedule

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 30 October 2007

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

~~W~~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) ~~W~~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 ~~w~~e 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  
307-317 Euston Road, London

the 30 day of October 2007  
~~One thousand nine hundred and~~

before me ANTHONY WHATE

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

Anthony Whate

Declarants to sign below

W. J. Young  
A. Lee  
R. C. Smith

## 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

## **MOUCHEL BUSINESS SERVICES LIMITED**

**(Company number 03679828)**

### **SCHEDULE TO FORM 155(6)a**

1 Capitalised terms used herein shall have the meaning given to them in the Credit Agreement

2 By executing the Accession Letter and thereby acceding to the Credit Agreement, the Company irrevocably and unconditionally and jointly and severally

(i) guarantees to each Finance Party punctual performance by each Borrower of all that Borrower's obligations under the Finance Documents,

(ii) undertakes with each Finance Party that whenever a Borrower does not pay any amount when due under or in connection with any Finance Document, that Guarantor shall immediately on demand pay that amount as if it was the principal obligor, and

(iii) indemnifies each Finance Party immediately on demand against any cost, loss or liability suffered by that Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability should be equal to the amount which that Finance Party would otherwise have been entitled to recover,

3 For the avoidance of doubt, the guarantee provided by the Company is a continuing guarantee and will extend to the ultimate balance of sums payable by any Obligor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part

4 By entering into the Company Intra-Group Loan Agreement, the Company, along with Mouchel Parkman plc and certain of its subsidiaries, each a borrower and a lender, will enter into a loan agreement whereby the relevant lender will, from time to time, make facilities available to the relevant borrower for general corporate purposes including without limitation reducing or discharging any liabilities incurred by Mouchel Parkman plc and any of its subsidiaries in connection with the acquisition of the Company

**STRICTLY PRIVATE AND CONFIDENTIAL**

The Directors  
Mouchel Business Services Ltd  
West Hall  
Parvis Road  
West Byfleet  
Surrey  
KT14 6EZ

30 October 2007

Dear Sirs

**Report of the Independent Auditor to the directors of Mouchel Business Services Limited  
pursuant to Section 156(4) of the Companies Act 1985**

We report on the attached statutory declaration of the directors dated 30 October 2007, prepared pursuant to the Companies Act 1985, in connection with the proposal that the company should give financial assistance for the purchase of the whole of the share capital of the company. This report including the opinion, has been prepared for and only for the company and the company's directors in accordance with Section 156 of the Companies Act 1985 and for no other purpose. We do not, in giving the opinion set out below, accept or assume responsibility for any other purpose or to any other person to whom this report is shown or into whose hands it may come save where expressly agreed by our prior consent in writing.

**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 statutory 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



PricewaterhouseCoopers LLP  
Chartered Accountants and Registered Auditors

