

# G

CHWP000

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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

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03777640

Name of company

\* Brightspark Precision Engineering Limited

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

\* insert full name  
of company

We ~~ø~~ Leslie Nuttall of 7 Cottesloe Place, Barrowford, BB9 8QZ and Kathryn Nuttall of 7 Cottesloe Place, Barrowford, BB9 8QZ

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

† delete as  
appropriate

~~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

~~(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]~~

~~Limited~~†

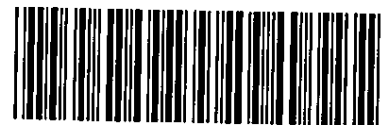
The assistance is for the purpose of [that acquisition] ~~[reducing or discharging a liability incurred for the purpose of that acquisition]~~ †

The number and class of the shares acquired or to be acquired is 96 Ordinary Shares of £1 each and  
4 Class B Ordinary Shares of £1 each

Presenter's name address and  
reference (if any)

Haworth and Nuttall  
1A Strawberry Bank  
BLACKBURN BB2 6AS  
Ref CRJB/MER

For official Use (02/06)  
General Section



A14 \*AGDP1Y6X\* 361  
20/03/2008  
COMPANIES HOUSE

WEDNESDAY  
THURSDAY

A60

05/03/2008  
COMPANIES HOUSE

The assistance is to be given to (note 2) Merc Engineering UK Limited (04239982) of Lowerclough Mill  
Pendle Street, Barrowford, Lancashire BB9 8PH ("Merc Engineering")

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write in  
this margin

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

The assistance will take the form of

The execution and delivery by the Company of the following documents and the performance by the Company of its obligations thereunder

- 1 An inter-company loan agreement between the Company and Merc Engineering for the sum of £196,000 ("the inter-company loan agreement"),
- 2 An Invoice Discounting Agreement between Bibby Financial Services Limited ("Bibby") and the Company ("the Invoice Discounting Agreement"),
- 3 A Leasing Agreement between Deutsche Leasing (UK) Limited ("Deutsche") and the Company ("the Leasing Agreement"),
- 4 A Chattel Mortgage in favour of Deutsche to secure the leasing facility, and
- 5 A Debenture in favour Bibby to secure the invoice discounting facility

The person who ~~has acquired~~ [will acquire]<sup>†</sup> the share is

<sup>†</sup> delete as  
appropriate

Merc Engineering Limited (04239982) of Lowerclough Mill, Pendle Street, Barrowford, Lancashire BB9  
8PH

The principal terms on which the assistance will be given are

See 1 in addendum

The amount of cash to be transferred to the person assisted is £ 196,000

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 the date hereof

Please do not  
write in  
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Please complete  
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in black type, or  
bold block lettering

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)

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

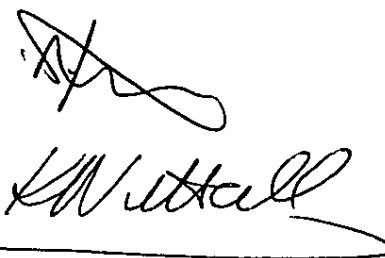
Blackburn in  
the County of Lancashire.

Declarants to sign below

Day Month Year  
on 2 7 0 2 2 0 0 8

before me

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

DX 33050 Cardiff

or, for companies registered in Scotland -

The Registrar of Companies  
37 Castle Terrace  
Edinburgh  
EH1 2EB

DX 235 Edinburgh

or LP-4 Edinburgh 2

## Addendum 1

- 1 Under the Invoice Discounting Agreement the Company assigns ownership of all debts to Bibby. The Company is entitled to borrow £150,000 in aggregate (the "Facility") under the Invoice Discounting Agreement. The Company is intending to draw down £56,000 immediately upon the facility being made available. Sums advanced thereunder will be repayable on demand by Bibby. The Company will be required to indemnify Bibby against all losses, costs or expenses suffered or incurred (directly or indirectly) in relation to any utilisation of the facility.
- 2 Under the Debenture the Company will grant Bibby fixed and floating charges over its assets and undertakings both present and future all as more fully set out in the Debenture but including, inter alia, fixed charges on chattels, securities, intellectual property, the benefits of all rights, licences and guarantees, all book debts and other debts and monetary claims, bank accounts, credit balances and all other goodwill and uncalled capital as security for all monies and liabilities which now or shall at any time hereafter be due, owing or incurred to Bibby by the Company whether actually or contingently, whether presently or in the future or whether solely or jointly with any other person and whether as principal or surety in any way whatsoever including (without limitation) interest, discount, commission and other lawful charges and expenses.
- 3 Under the Leasing Agreement, the Company assigns ownership of certain of its assets to Deutsche. The Company is entitled to borrow £240,000 in aggregate ("the Leasing Facility") under the Leasing Agreement. The Company is intending to draw down £240,000 immediately upon the Leasing Facility being made available. Sums advanced thereunder will be repayable on demand by Deutsche. The Company will be required to indemnify Deutsche against all losses, costs or expenses suffered or incurred (directly or indirectly) in relation to any utilisation of the Leasing Facility.
- 4 Under the Chattel Mortgage the Company will grant Deutsche a charge over certain of its assets as more specifically set out in the Chattel Mortgage as security for all monies and liabilities which are due and owing to Deutsche by the Company.
- 5 Under the inter-company loan agreement, the Company agrees to loan to Merc Engineering UK Limited the sum of £196,000.

# **HBB** Hargreaves, Brown & Benson Chartered Accountants

S J. Wood FCA  
M.J. Evans ACA

1 Bond Street  
Colne  
Lancashire BB8 9DG  
Tel: 01282 864646  
Fax: 01282 863883  
E-mail: mail@hbb.co.uk

## **AUDITORS REPORT TO THE DIRECTORS OF MERC ENGINEERING UK LIMITED PURSUANT TO SECTION 156 (4) OF THE COMPANIES ACT 1985**

We have examined the attached statutory declaration of the directors dated 27 February 2008 in connection with the proposal that the Company should give financial assistance

### **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

Signed :   
Registered Auditor

Dated : 27<sup>th</sup> February 2008