

CHFP025

COMPANIES FORM No. 155(6)a

Declaration in relation to assistance for the acquisition of shares

155(6)a

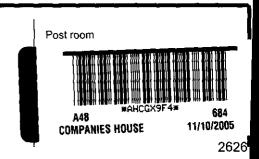
Pursuant to section 155(6) of the Companies Act 1985

write in this margin	r disdant to section 100(0) of the companies Act	1303		
Please complete legibly, preferably in black type, or bold block lettering	To the Registrar of Companies (Address overleaf - Note 5)	For official use C	ompany number	
			1661899	
Note	Name of company			
Please read the notes on page 3 before completing this form.	* HOWARTH LITCHFIELD PARTNERSHIP	LIMITED		
* insert full name of company of sinsert name(s) and address(es) of all the directors	Wwe gordon brewis of 23 Camperdow Durham, DH3 4AD, STEPHEN HOWA Heighington, County Durham, D Tollgate Road, Hamsterley Mil Tyne & Wear, NE39 1HF, DAVID Fulwell, Sunderland, SR6 8NP, Rowlands Gill, Tyne & Wear, N Beech Court, Langle Park, Cou	RTH of The Old Hall, C L5 6PM, MICHAEL JOHN L l, Rowlands Gill, Newc JOHN PICKERSGILL of 34 PAUL ROBERT SPENSLEY E39 1DR and JONATHAN F	hurch View, ITCHFIELD of 31 astle upon Tyne, Ambleside Terrace, of 18 Dene Avenue,	
† delete as appropriate of the state of the	The business of the company is: ***********************************	CXDCXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	SXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	
	[company] (XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX			
73. CM			XXXXV\\\XXXX	
St Th	The assistance is for the purpose of [that acquisition] **(**(*******************************			
•	The number and class of the shares acquired or t	to be acquired is: 640,000		
	fl Redeemable Preference Shares, 90	00 £0.01 Ordinary B sha	ares	

Presentor's name address and reference (if any): Dickinson Dees St Ann's Wharf 112 Quayside Newcastle upon Tyne NE99 1SB

DX 61191 Newcastle upon Tyne JAM/HOW/11/6 2626179

For official Use General Section



∫he as	ssistance is to be given to: (note 2) <u>HLP (Holdings) Limited</u>	Please do not write in this margin
		legibly, preferably in black type, or bold block lettering
he as	ssistance will take the form of:	
1.	The execution and delivery of a debenture to be entered into by the company in favour of National Westminster Bank plc (the "Bank") pursuant to which the Company shall grant fixed and floating charges in respect of all the Company's property, undertaking and assets securing any liability of the Company to the Bank including but not limited to those liabilities under the Guarantee (the "Debenture");	
2.	the execution and delivery of a composite guarantee to be entered into by the Company and HPL (Holdings) Limited (the "Borrower") in favour of the Bank, pursuant to which the Company and the Borrower will guarantee all monies, liabilities and obligations of each other (the "Guarantee");	
3.	the execution and delivery of an intra group funding agreement to be entered into by the Company and the Borrower (the "Intra Group Funding Agreement").	
		!
		,
he pe	erson who XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	t delete as appropriate
ILP	(Holdings) Limited	
 		-
he pr	incipal terms on which the assistance will be given are:	
1 1	Inder the terms of the Debenture, the Company:	
	agrees to pay all monies which are now or shall be due, owing and payable to the Bank in cular arising pursuant to but not limited to any liabilities under the Guarantee;	
fixed	charges all its undertaking, property, assets and rights both present and future by way of and floating charges as continuing security for all obligations, monies and liabilities due, and payable pursuant to the Guarantee or otherwise.	
disch writt ⊇naff ⊏ime	Inder the terms of the Guarantee the Company unconditionally guarantees the payment or large of the Obligations (as defined in the Guarantee) when the same become due upon the en demand of the Bank. The Guarantee is joint and several and shall be in addition to and sected by any other judgement, security right or remedy obtained or held by the Bank at any and shall be a continuing security extended to cover the ultimate balance due at any time see Bank by the Company. See Appendix 1.	
∩e ar	nount of cash to be transferred to the person assisted is £ See Appendix 2	
ne va	alue of any asset to be transferred to the person assisted is £ <u>Nil</u>	

e date on which the assistance is to be given is within 8 weeks of the date hereof

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

PS. CH SH OUT MY CB. When 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)

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

St Anns Wharf Newcastle

Day Month Year

1 | 4 | 0 | 9 | 2 | 0 | 0 | 5

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.

Declarants to sign below

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

Appendix 1 to Form 155(6)(a)

Principal terms on which financial assistance will be given by the Company.

3. By executing the Intra Group Funding Agreement, the Company will make available to the Borrower a credit facility of up to £500,000 to be used by the Borrower to, inter alia, make payments when due under the facility agreement dated on or about the date hereof between the Bank and the Borrower provided that the Company is solvent.

Appendix 2 to Form 155(6)(a)

The amount of cash to be transferred to the person assisted.

The amount of any advances made from time to time by the Company to HLP (Holdings) Limited under the terms of the Intra Group Funding Agreement. the terms of the Intra Group Funding Agreement.

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LEATHERS

Report of the auditors to the directors of Howarth Litchfield Partnership Limited (the "Company") pursuant to section 156(4) of the Companies Act 1985 (the "Act")

We have examined the attached statutory declaration of the directors dated 14 September 2005 in connection with the proposal that it should give financial assistance for the purpose of the acquisition of shares in the Company.

Basis of opinion

We have enquired into the state of the Company's affairs in order to review the basis 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 Act is unreasonable in all the circumstances.