

155(6)a

[illegible]

2626

The assistance is to be given to: (note 2) HLP (Holdings) Limited

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:

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").

The person who ~~XXXXXX~~ [will acquire] † the shares is:

† delete as
appropriate

HLP (Holdings) Limited

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

1. Under the terms of the Debenture, the Company:
 - (a) agrees to pay all monies which are now or shall be due, owing and payable to the Bank in particular arising pursuant to but not limited to any liabilities under the Guarantee;
 - (b) charges all its undertaking, property, assets and rights both present and future by way of fixed and floating charges as continuing security for all obligations, monies and liabilities due, owing and payable pursuant to the Guarantee or otherwise.
 2. Under the terms of the Guarantee the Company unconditionally guarantees the payment or discharge of the Obligations (as defined in the Guarantee) when the same become due upon the written demand of the Bank. The Guarantee is joint and several and shall be in addition to and unaffected by any other judgement, security right or remedy obtained or held by the Bank at any time and shall be a continuing security extended to cover the ultimate balance due at any time to the Bank by the Company. See Appendix 1.

The amount of cash to be transferred to the person assisted is £ See Appendix 2

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

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

* delete either (a) or (b) as appropriate

TS. CH
84 00P
JPM 1/1
CB.

(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)

[illegible]

Declared at

Declarants to sign below

St Annis Wharf, Newcastle

on

Day	Month	Year
14	09	2005

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.~~

Dear Mrs.
 1/20/18
 S. Howard
 J. Yates.
 Brown

- 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.

CM
JDP
K/L
PS
SH.
JPM
CB

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.

CH
JOP
HLP
PS.
SH
B.
JFM

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.

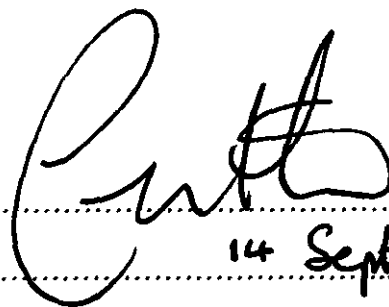
Opinion

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.

Registered Auditors

Signed.....

Dated.....


14 September 2005

RUSSEL HOUSE MILL ROAD LANGLEY MOOR DURHAM DH7 8HJ
TELEPHONE: +44 191 378 3969 FACSIMILE: +44 191 378 3968
WEBSITE: WWW.LEATHERANDCO.COM

LEATHERS IS A TRADING NAME OF LEATHER & CO CHARTERED ACCOUNTANTS
REGULATED BY THE INSTITUTE OF CHARTERED ACCOUNTANTS IN ENGLAND AND WALES
FOR A RANGE OF INVESTMENT BUSINESS ACTIVITIES