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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

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

03369940

#### Note

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

Name of company

\* Esprit In-Night Express Limited (the "Company")

\* insert full name  
of company

~~\*/We~~ ☒ See Schedule 1 attached

☒ 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 9 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 ANC Group Limited (company number 0304944)

~~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: See Schedule 2 attached

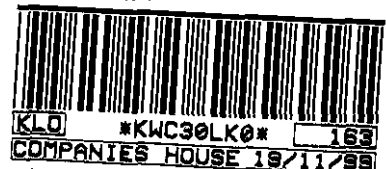
Presentor's name address and  
reference (if any) :

Lovell White Durrant  
65 Holborn Viaduct  
London  
EC1A 2DY

DX 57 London, Chancery Lane  
A7/GOC/GIH/AJAP/35433.00833

For official Use  
General Section

Post room



The assistance is to be given to: (note 2) Buyreach Limited  
(company number 03851618) (the "Purchaser") whose registered office is situated  
at ~~21 Holborn Viaduct, London EC1A 2AT~~ 1 Mitchell Lane, Bristol BS1 6BV

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legibly, preferably  
in black type, or  
bold block  
lettering

The assistance will take the form of:

See Schedule 3 attached

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

<sup>†</sup> delete as  
appropriate

Buyreach Limited

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

See Schedule 4 attached

The amount of cash to be transferred to the person assisted is £ See Schedule 5 attached

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 See Schedule 6 attached

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bold block lettering

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

~~\*/~~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) ~~\*/~~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 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 Levell White + Durant  
65 Holborn Viaduct  
London E.C.1A 2DT  
the 12<sup>th</sup> day of November  
one thousand nine hundred and nine

Declarants to sign below

W Carter  
W. White  
Durant

before me PAUL HARRIS (Solicitor) Paul Harris

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  
CF4 3UZ  
  
or, for companies registered in Scotland:-  
  
The Registrar of Companies  
37 Castle Terrace  
Edinburgh  
EH1 2EB

## **SCHEDULES**

### **Financial Assistance Declaration**

#### **Section 155(6)a**

Esprit In-Night Express Limited

This is the document "Schedule 1", "Schedule 2", "Schedule 3", "Schedule 4", "Schedule 5" and "Schedule 6" referred to in the attached statutory declaration.

## **SCHEDULE 1**

### **Names and Addresses of all Directors**

Geoffrey Alan Cowan of 26 Satinwood Close, Gerrards Park, Ashton in Makerfield, Lancashire WN4 9NL

Charles David Cranmer of Woodgate 24A, The Hill Top, Hale, Altrincham, Cheshire WA15 0NN

Walter Latham of 4 Goldfinch View, The Burntwood, Loggerheads, Shropshire TF9 2QH

Mark Mitchell of 24 Kensington Drive, Willaston, Nantwich, Cheshire CW5 7HL

Christopher Graham Pywell of Highfield Farm, Cobbs Lane, Hough, Crewe, Cheshire CW2 5JL

## **SCHEDULE 2**

### **Number and Class of Shares Acquired**

108, 793 ordinary shares of 1 pence each in the capital of the Company's ultimate holding company ANC Group Limited.

657, 734 cumulative convertible participating preferred redeemable ordinary shares of 1 pence each in the capital of the Company's ultimate holding company ANC Group Limited.

5, 016, 385 B ordinary shares of 1 pence each in the capital of the Company's ultimate holding company ANC Group Limited.

### SCHEDULE 3

#### Form of Financial Assistance

1. Under a facilities agreement (the "**Facilities Agreement**") to be made between The Royal Bank of Scotland plc (in its capacities as Underwriter, Senior Lender, Agent and Senior Security Trustee) (together the "**Senior Finance Parties**") and Buyreach Limited (the "**Purchaser**"), there are terms on which the Senior Lenders would provide acquisition facilities of £32,500,000 (the "**Acquisition Facilities**") to the Purchaser, working capital facilities of £5,000,000 (the "**Working Capital Facilities**") to the Purchaser and BACS facilities of £750,000 (the "**BACS Facilities**") (together "**the Facilities**"). The Purchaser will use the Facilities to assist in funding its acquisition of the entire issued share capital of the Company's ultimate holding company ANC Group Limited (the "**Target**") (which will be secured by the Company's execution of the Guarantee and Debenture referred below). The Purchaser and/or the Company and/or the other borrowers party to the Facilities Agreement may also use the proceeds of the Working Capital Facilities to assist in the payment of the costs and expenses related to the acquisition of the Target. By adhering to the Facilities Agreement, the Company will also give certain representations and warranties, covenants and indemnities to the Senior Finance Parties to enable the Senior Finance Parties to make the facilities under the Facilities Agreement.
2. The entry by the Company into a composite guarantee and debenture (the "**Guarantee and Debenture**") with the Target and the Target's other subsidiaries, ANC Holdings Limited and ANC Limited (together the "**Subsidiaries**") and the Purchaser (the Purchaser, the Target and the Subsidiaries together being "**the Co-Obligors**") to:
  - (i) guarantee the liabilities of the Co-Obligors on the terms of a guarantee (the "**Guarantee**") and the indebtedness of the Co-Obligors to the Senior Finance Parties and the Mezzanine Creditors (as defined therein); and
  - (ii) charge the whole of its property, assets and undertaking to The Royal Bank of Scotland plc (the "**Security Trustee**") as trustee for the Senior Finance Parties and the Mezzanine Creditors to secure the liabilities of the Company and the Co-Obligors under the Banking Agreements and the Mezzanine Documents (each as defined in the Facilities Agreement).
3. The entry by the Company of a first fixed charge (the "**First Fixed Charge**") pursuant to which it would charge its trade marks in favour of the Security Trustee, as above.
4. The entry by the Company into an intercreditor agreement between the Purchaser and others (1), The Royal Bank of Scotland plc (as Senior Agent, Senior Creditor and Security Trustee) (2) - (4), RBS Mezzanine (as Mezzanine Agent) (5), the Mezzanine Creditors named therein (6) and the Investors named therein (7) (the "**Intercreditor Agreement**") to govern (amongst other things) the priorities between the Senior Finance Parties, the Mezzanine Creditors, the Noteholders and the Investors (as defined therein).
5. The entry by the Company into an intra group loan agreement (the "**Intra Group Loan Agreement**") with the Purchaser, the Target and certain of the Subsidiaries under the terms of which the Company, the Target and each of the Subsidiaries would agree to make loans to the Purchaser in such amounts as would from time to time be required by the Purchaser in order to meet its payment obligations under the Facilities Agreement, the Mezzanine Facility Agreement and the Subordinated Loan Note Instrument (as defined therein).

#### **SCHEDULE 4**

##### **Principal Terms on which the Financial Assistance will be given**

1. Pursuant to the Facilities Agreement, the Company would give certain representations and warranties, covenants and indemnities to the Senior Finance Parties to enable the Senior Finance Parties to make the facilities under the Facilities Agreement.
2. Pursuant to the Guarantee and Debenture, the Company would create fixed and floating charges over the whole of its property, assets and undertaking, both present and future, in favour of the Security Trustee as trustee for the Senior Finance Parties and Mezzanine Creditors (as defined therein).
3. Pursuant to the First Fixed Charge, the Company would create a first fixed charge over its trade marks in favour of the Security Trustee, as above.
4. Pursuant to the Intercreditor Agreement, the Company, the Target and the Subsidiaries will acknowledge the priorities of security and contractual arrangements made between the Senior Finance Parties, the Mezzanine Creditors, Noteholders and Investors (as defined therein).
5. Pursuant to the Intra Group Loan Agreement, any loans made by the Company, the Target and the Subsidiaries to the Purchaser would be used by Purchaser to fund its obligations under the Facilities Agreement, the Mezzanine Facility Agreement and the Subordinated Loan Note Instrument (as defined therein). The loans would be repayable on the Company's first written demand and until then would bear interest.

#### **SCHEDULE 5**

##### **Amount of Cash to be transferred to the Person assisted**

The amounts as would from time to time be required by the Purchaser in order to meet its payment obligations under the Facilities Agreement, the Mezzanine Facility Agreement and Subordinated Loan Note Instrument (each as defined in the Intra Group Loan Agreement).

#### **SCHEDULE 6**

##### **Date on which the Assistance is to be give**

The date hereof or a date within 8 weeks of the date hereof.

# Deloitte & Touche



The Directors  
Esprit In-Night Express Limited

Our Ref: RDE/NAL

Dear Sirs

**AUDITORS' REPORT TO THE DIRECTORS OF ESPRIT IN-NIGHT EXPRESS LIMITED ("THE COMPANY") PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985**

We have examined the attached statutory declaration of the directors dated 12<sup>th</sup> November 1999 in connection with the proposal that the Company should give financial assistance for the purchase of the entire issued share capital of ANC Group Limited.

**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 is unreasonable in all the circumstances.

Yours faithfully

Deloitte & Touche  
Registered Auditors

**Deloitte & Touche Corporate Finance**

1 Woodborough Road  
Nottingham NG1 3FG

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INVESTOR IN PEOPLE

November 1999

**Deloitte Touche  
Tohmatsu**

Aberdeen, Belfast, Birmingham, Bracknell, Bristol, Cambridge, Cardiff, Crawley, Edinburgh, Glasgow, Leeds, Leicester, Liverpool, London, Manchester, Milton Keynes, Newcastle upon Tyne, Nottingham, St Albans and Southampton.

A Division of Deloitte & Touche.

Principal place of business at which a list of partners' names is available:  
Stonecutter Court, 1 Stonecutter Street, London EC4A 4TR.

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