

Oyez

CHFP041

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
(Address overleaf - Note 5)

For official use

Company number

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

48745

Name of company

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

* CROSFIELD LIMITED

* Insert full name of company

† Wet

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

(1) Andrew Currie of South Marden, Rhinefield Road, Brockenhurst, Hampshire, SO42 7SQ.

(2) John Reece of 1 The Cedars, Fareham, Hampshire, PO16 7AJ

§ 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]~~ §

‡

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: 1 Ordinary Share of £1

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

Freshfields Bruckhaus
Deringer
65 Fleet Street
London EC4Y 1HS
DX 23 LONDON/CHANCERY
LANE

For official use
General Section

Post room



LD2
COMPANIES HOUSE

LID4LXEG

0321
18/01/01

The assistance is to be given to: (note 2)

Ineos Holdings (Fluor & Silicas) Limited whose registered address is at 1st Floor, Queens Gate, 15-17 Queens Terrace, Southampton, SO14 3BP and incorporated in England and Wales under Company Number 3938607.

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:

See Appendix 1 attached hereto.

The person who ~~has acquired~~ [will acquire]* the shares is:
Ineos Silicas Holdings Limited

*Delete as
appropriate

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

See Appendix 2 attached hereto.

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 the date hereof or within 8 weeks.

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

4/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) H/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 4/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 ~~Freshfields Brackhaus Deringer, 65 Fleet Street, London.~~

Allen & Overy

Declarants to sign below

Al Glumie
J. Ree

Day Month Year
on

0	9	0	1	2	0	0	1
---	---	---	---	---	---	---	---

before me

Tamela Danks

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 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

The execution, delivery and performance by the Company of the obligations under:

- (A) A Senior Credit Agreement dated on or about 9 January 2001 granting credit facilities in a maximum aggregate amount of £215,000,000 between, amongst others, (1) the Company as original guarantor, (2) Ineos Holdings (Fluor & Silicas) Limited as original borrower and original guarantor (the *Parent*), (3) Ineos Intermediate Holdings (Fluor & Silicas) Limited as original guarantor, (4) Barclays Capital and Merrill Lynch International as joint arrangers, (5) Barclays Bank PLC as agent and security trustee, and (6) the financial institutions named therein as lenders.
- (B) A Debenture dated on or about 9 January 2001 between Barclays Bank PLC as chargee (in its capacity as security trustee for and on behalf of the Beneficiaries (as defined in the Senior Credit Agreement)) and the Company as chargor.
- (C) A Guarantor Accession Deed dated on or about 9 January 2001, pursuant to which the Company assumes guarantee and indemnity obligations with respect to the financing incurred by the Parent;
- (D) An Intra-Group Loan Agreement dated on or about 9 January 2001 between, amongst others, the Company and the Parent to support the Parent's ongoing financing obligations for the group comprised by the Parent and its subsidiaries from time to time and the possible grant by the Company of loans to the Parent thereunder;
- (E) An Intercreditor and Security Trust Deed dated on or about 9 January 2001, pursuant to which the rights of the Company against the Obligors (as defined in the Senior Credit Agreement) may be subordinated to the rights of the Security Trustee and the Beneficiaries (each as defined therein);
- (F) A Letter of Support dated on or around 9 January 2001 from the Parent to the Company as Lender (as defined therein);

APPENDIX 2

- (A) By entering into the Senior Credit Facility, the Company irrevocably and unconditionally, jointly and severally:
- (i) guarantees to each Finance Party the due and punctual observance and performance of all the terms, conditions and covenants on the part of each Borrower (as defined in the Senior Credit Agreement) and Ineos Intermediate Holdings (Fluor & Silicas) Limited (together, the *Obligors*) contained in any of the Finance Documents and agrees to pay from time to time on demand any and every sum or sums of money which each Obligor is at any time liable to pay to any Finance Party pursuant to any of the Finance Documents and which has become due and payable but has not been paid at the time such demand is made; and
 - (ii) agrees as a primary obligation to indemnify each Finance Party from time to time on demand from and against any loss incurred by any Finance Party as a result of any of the obligations of each Obligor under or pursuant to any of the Finance Documents being or becoming void, voidable, unenforceable or ineffective as against such Obligor for any reason whatsoever, whether or not known to any Finance Party or any other person, the amount of such loss being the amount which the person or persons suffering it would otherwise have been entitled to recover from such Obligor.
- (B) By executing the Debenture, the Company:
- (i) as continuing security for the payment and discharge of all present and future obligations and liabilities (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by an Obligor or by some other person) of each Obligor to the Beneficiaries (or any of them) under each of the Finance Documents (the *Secured Obligations*), the Company charges, by way of first fixed charge, in favour of the Security Trustee (as trustee for the Beneficiaries) with full title guarantee all the Company's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consents to such mortgage or fixed charge from any third party):
 - (a) the Real Property other than any assigned pursuant to the Debenture;
 - (b) the Tangible Moveable Property;
 - (c) the Accounts;
 - (d) the Intellectual Property;
 - (e) any goodwill and rights in relation to the uncalled capital of the Company;
 - (f) the Investments;
 - (g) the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise); and
 - (h) all Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Debenture and all Related Rights.
 - (ii) as further continuing security for the payment and discharge of the Secured Obligations, the Company assigns with full title guarantee to the Security Trustee (as trustee for the Beneficiaries) all the Company's right title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consents to such mortgage or fixed charge from any third party):
 - (a) the proceeds of any Insurance Policy and all Related Rights;

- (b) each of the Specific Contracts; and
- (c) all agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents (including all documents entered into now or in the future in order to enable the Security Trustee to perfect its rights thereunder or under this Debenture) entered into by or given to the Company in respect of the Real Property including all:
 - (i) claims, remedies, awards or judgements paid or payable to the Company (including, without limitation, all liquidated and ascertained damages payable to the Company in respect of the items referred to); and
 - (ii) guarantees, warranties, bonds and representations given or made by, and any rights or remedies against any designer, builder, contractor, professional adviser, sub-contractor, manufacturer, supplier or installer of any fixture, fitting, fixed plant or machinery,

in each case, relating to all or any part of the Real Property.

- (iii) as further continuing security for the payment and discharge of the Secured Obligations, the Company charges with full title guarantee in favour of the Security Trustee (as trustee for the Beneficiaries) by way of first floating charge, the whole of the Company's undertaking and assets, present or future, other than any assets validly and effectively charged or assigned (whether at law or in equity) by way of fixed security under the laws of England and Wales, or of the jurisdiction in which such asset is situated,

(where each capitalised terms above has the meaning given to it in the Debenture.)

- (C) By executing the Guarantor Accession Deed, the Company irrevocably and unconditionally, jointly and severally:
 - (i) guarantees to each Finance Party the due and punctual observance and performance of all the terms, conditions and covenants on the part of each of the Obligors contained in any of the Finance Documents and agrees to pay from time to time on demand any and every sum or sums of money which each Obligor is at any time liable to pay to any Finance Party pursuant to any of the Finance Documents and which has become due and payable but has not been paid at the time such demand is made; and
 - (ii) agrees as a primary obligation to indemnify each Finance Party from time to time on demand from and against any loss incurred by any Finance Party as a result of any of the obligations of each Obligor under or pursuant to any of the Finance Documents being or becoming void, voidable, unenforceable or ineffective as against such Obligor for any reason whatsoever, whether or not known to any Finance Party or any other person, the amount of such loss being the amount which the person or persons suffering it would otherwise have been entitled to recover from such Obligor.
- (D) By executing the Intra-Group Loan Agreement, the Company agrees to lend to the Parent such amount in such currencies as the Parent may specify as being required to by the Parent to meet its payment obligations under the Finance Documents (as defined in the Intercreditor Deed) or any agreement entered into for the purposes of refinancing, whether directly, or indirectly and in whole or in part, the Finance Documents.
- (E) By executing the Intercreditor and Security Trust Deed, the Company subordinates its rights against the Obligors (as defined in the Senior Credit Agreement) to the rights of the Security Trustee and the Beneficiaries (each as defined therein).
- (F) By executing the Letter of Support, the Parent agrees to pay to the Company such amounts as are necessary to meet any working capital shortfalls as consideration for the Company's grant of the Debenture and the Company's entry into the Intra-Group Loan Agreement.

PRICEWATERHOUSECOOPERS

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Strictly Private and Confidential

The Directors
Crosfield Limited
First Floor
15/17 Queens Terrace
Southampton
SO14 3BJ

9 January 2001

Dear Sirs

Auditors' report to the directors of Crosfield Limited pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors of Crosfield Limited ('the Company') dated 9 January 2001 in connection with the proposal that the Company should give financial assistance for the purchase of the ordinary shares of the Company.

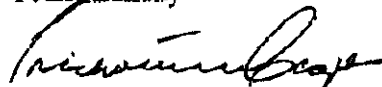
Basis of opinion

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.

Yours faithfully



PricewaterhouseCoopers
Chartered Accountants and Registered Auditors

Ref: 6-2

PricewaterhouseCoopers is the successor partnership to the UK firm of Price Waterhouse and Coopers & Lybrand. The principal place of business of PricewaterhouseCoopers and its associate partnerships, and of Coopers & Lybrand, is 1 Embankment Place, London WC2N 6RT. The principal place of business of PricewaterhouseCoopers is Southwark Towers, 23 London Bridge Street, London SE1 9SY. Lists of the members' names are available for inspection at those places.
All partners in the associate partnerships are authorised to conduct business as agents of, and all contracts for services to clients are with, PricewaterhouseCoopers.
PricewaterhouseCoopers is authorised by the Institute of Chartered Accountants in England and Wales to carry on investment business.