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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

For official use

Company number

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

116000

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

Name of company

\* Slazengers Limited

\*Insert full name  
of company

~~†~~/We† David Michael Jacobs of Riverside House, Lodden Drive, Wargrave, Berks RG10 8ND

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

Gordon Murray Moodie of 1 Forest Lodge, Epsom Road, Ashted, Surrey KT21 2JX

James Philip Wragg of Rosslyn House, Dormansland, Nr. Lingfield, Surrey RH7 6QR

Andrew Robert Gerald Peters of Little Hurst, The Downs, Givons Grove, Leatherhead, Surrey  
KT22 8LD

~~§~~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] Dunlop Slazenger International

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: 50,000 Ordinary shares of £1  
each

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

Ashurst Morris Crisp  
Broadwalk House  
5 Appold Street  
London EC2A 2HA

For official use

General Section



The assistance is to be given to: (note 2) Pixelframe Limited ("Newco") (Company No. 3097977)

whose registered office is at Challenge Court, Barnett Wood Lane, Leatherhead,

Surrey KT22 7LW

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legibly, preferably  
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bold block  
lettering

The assistance will take the form of:

Please see attachment 1

The person who ~~has acquired~~ [will acquire]\* the shares is:

Newco

\*Delete as  
appropriate

The principal terms on which assistance will be given are:

Please see attachment 2

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 eight weeks

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legibly, preferably  
in black type, or  
bold block lettering

†Delete either (a) or  
(b) as appropriate

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)
- (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 ASHurst Morris Crisp  
5 Broadwalk House, 5 Appold  
St. London EC2A 2HA  
the 8th day of March  
One thousand nine hundred and ninety six  
before me [Signature] J P GRICE  
~~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

[Signature]  
[Signature]  
[Signature]  
[Signature]

## 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.

**SLAZENGERS LIMITED**  
**Company Number 116000**

**Attachment 1 - Form 155(6)a**

A. The execution and delivery by the Company of:-

- (a) a guarantee and debenture (the "**Debenture**") to be entered into between the Company and National Westminster Bank Plc in its capacity as security trustee (the "**Security Trustee**") under an inter-creditor deed to be entered into between, inter alia, Newco, the Company and the Security Trustee (the "**Intercreditor Deed**") pursuant to which the Company would:
  - (i) create fixed and floating charges over substantially all its assets and undertaking by way of security for payment and discharge of the Secured Obligations (as defined below); and
  - (ii) guarantee the payment of all sums payable at any time by any member of the Group (as defined therein) under or in connection with the Financing Documents and the Vendor A Note (both terms as defined therein);
- (b) a trade marks and patents charge (the "**Trade Marks and Patents Charge**") to be entered into between the Company and the Security Trustee pursuant to which the Company will create a charge over its Trade Marks and its Patents (both terms as defined therein) by way of security for the Secured Obligations;
- (c) the Inter-Creditor Deed regulating the priority arrangements between the Company's creditors,

in each case pursuant to (I) a facilities agreement (the "**Facilities Agreement**") to be entered into, between, inter alia, (1) Newco, (2) National Westminster Bank Plc as Facility Agent and Overdraft Bank (each as defined therein) and the Banks (as defined therein and including any other bank or financial institution from time to time participating in the Facilities Agreement) pursuant to which the Banks would make available:-

- (1) a senior term loan facility (the "**Term Loan**") comprising a sterling term loan in the maximum aggregate principal amount of £37,000,000 and a US dollar term loan in the maximum aggregate US dollar principal amount equivalent to £65,500,000 as at the date of the Facilities Agreement, to be made available to Newco and used by Newco primarily in financing part of the purchase price payable pursuant to the terms of an acquisition agreement (the "**Acquisition Agreement**") to be entered into between, inter alia, Newco, BTR plc and various subsidiaries and/or affiliate companies (each a member of the "**BTR Group**") which provided for the acquisition by Newco from the BTR Group generally of its sporting goods business (the "**Acquisition**") and which includes provision for the repayment by Newco of all outstanding indebtedness (other than trade indebtedness) to any member of the BTR Group (other than those acquired by Newco in connection with the Acquisition) (the "**Repayment**") and any fees, costs or expenses incurred by Newco in relation thereto (including, specifically, certain relocation expenses);
- (2) a revolving loan and guarantee facility (the "**Revolving Credit Facility**") in the maximum aggregate principal amount of £65,000,000 (including a sterling optional overdraft facility) to be made available to Newco and used by Newco in financing

the part of the purchase price payable pursuant to the terms of the Acquisition Agreement (including the Repayment) and any fees, costs and expenses incurred by Newco in relation to the Acquisition, and used by Newco towards the general working capital requirements of Newco and its subsidiaries (the "**Group**") following the Acquisition; and

- (3) an uncommitted forward foreign exchange facility (the "**Forex Facility**") in the maximum aggregate principal amount of £50,000,000 to be made available to Newco and used by Newco and its subsidiaries towards the general working capital requirements of the Group following the Acquisition,

(together the "**Facilities**"),

and (II) the Vendor A Note (as defined in the Inter-Creditor Deed) issued or to be issued by Newco to the Vendor Note Creditors (as defined in the Inter-Creditor Deed).

- B. The execution and delivery by the Company of an intra-group loan agreement (the "**Intra-Group Loan Agreement**") to be entered into between Newco as borrower and the Company as lender pursuant to which the Company would make available to Newco a revolving credit facility in the maximum aggregate principal amount of £220,000,000.

**SLAZENGERS LIMITED**  
**Company Number 116000**

**Attachment 2 - Form 155(6)a**

1. By executing the Debenture, the Company will:
  - (a) charge with full title guarantee, as continuing security for the payment of the actual, contingent, present and/or future obligations and liabilities of the Company to any of the Secured Parties (as defined below) under or pursuant to, all or any of the Financing Documents and all liabilities payable or owing by Newco under the Vendor A Note in favour of the Security Trustee (as agent and trustee for the Secured Parties) substantially all its assets and undertaking by way of legal mortgage, fixed and floating charges (excepting those assets charged to the Security Trustee pursuant to the Trade Marks and Patents Charge;
  - (b) guarantee to the Security Trustee as agent and trustee for all and each of itself, the Facility Agent, the Overdraft Bank, the Banks and the Vendor Note Creditors (together the "**Secured Parties**") that it shall on demand pay to the Security Trustee in the currency in which the same falls due for payment, all monies which are now or at any time hereafter shall have become due or owing by any member of the Group from time to time to any or all of the Secured Parties under or pursuant to any of the Financing Documents and the Vendor A Note; and
  - (c) covenant with the Security Trustee as agent and trustee for the Secured Parties that it shall, to the extent that any obligation or liability under paragraph (b) has fallen due pursuant to the terms of the Facilities Agreement or the Vendor A Note and has not been paid, on demand pay to the Security Trustee all costs and expenses incurred by the Security Trustee in relation to the protection or enforcement of the Security Trustee's rights under the Debenture.
2. By executing the Intra-Group Loan Agreement, the Company will make available to Newco a revolving credit facility of up to £220,000,000 to be used by Newco to, inter alia, make payments when due under the Facilities Agreement or when due under the Vendor A Note issued or to be issued or to pay costs and expenses incurred by Newco in connection with the Acquisition and any other liability incurred directly or indirectly by Newco for the purpose of, or in connection with, the Acquisition, provided that the Company shall only be obliged to make advances if, inter alia, the aggregate of all monies standing to the credit of its bank accounts exceeds the amount of the proposed advance and the Company is solvent.
3. By executing the Trade Marks and Patents Charge, the Company will charge with full title guarantee, as continuing security for the payment of the Secured Obligations, by way of first fixed charge in favour of the Security Trustee all the Trade Marks and Patents together with all the goodwill of the Company's business to which the Trade Marks and Patents relate and any other rights which arise from, relate to, or associated with, the Trade Marks and Patents or with their use in the business of the Company.
4. By executing the Inter-Creditor Deed, the Company will agree to pay certain amounts due and payable to firstly the Banks and secondly the Vendor Note Creditors in priority to its other payment obligations.

*The Debenture includes the following principal terms :-*

**CONSOLIDATION OF ACCOUNTS AND SET-OFF**

In addition to any general lien or similar rights to which they may be entitled by operation of law, each of the Secured Parties shall have the right at any time and without notice to the Chargor to combine or consolidate all or any of the Chargor's then existing accounts with and liabilities to each of such Secured Parties and to set off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of the Secured Obligations (when due) and each of the Secured Parties may exercise rights notwithstanding the accounts, sums and liabilities referred to in this Clause may be denominated in any currency.

The liability of the Chargor for the Guarantee Obligations shall not be affected nor shall this Guarantee and Debenture be discharged or diminished by reason of:

- (a) any present or future bill, note, guarantee, indemnity, mortgage, charge, pledge, lien or other security or right or remedy held by or available to the Secured Parties becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Secured Parties from time to time dealing with, exchanging, varying, realising, releasing or failing to perfect or enforce any of the same; or
- (b) the Secured Parties compounding with, discharging, releasing or varying the liability of or granting any time, indulgence or concession to any company within the Group or any other person or renewing, determining, varying or increasing any bill, promissory note or other negotiable instrument, accommodation, facility or transaction in any manner whatsoever or concurring in, accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from any company within the Group or any other person; or
- (c) any act or omission which would have discharged or affected the liability of the Chargor had it been principal debtor instead of guarantor or by anything done or omitted which but for this provision might operate to exonerate the Chargor from the Guarantee Obligations.

The Directors  
Slazengers Limited  
Silvertown House  
Vincent Square  
London SW1P 2PL

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1 Surrey Street  
London WC2R 2PS  
0171 438 3000 Telephone  
0171 831 1133 Facsimile

Dear Sirs

**AUDITORS REPORT To the Directors of Slazengers Limited  
("the Company") pursuant to section 156(4) of the Companies Act 1985**

We refer to the statutory declaration (Form 155(6)a) to which this report is annexed made by the Directors of the Company, and dated the same date as this report.

The statutory declaration is made in connection with the financial assistance which it is proposed will be given by the Company, for the purpose of the acquisition of the entire issued share capital of Dunlop Slazenger International Limited being the holding company of the Company.

We have examined the contents of the statutory declaration and confirm that:-

- (a) we have enquired into the state of affairs of the Company so far as necessary to review the bases for the statutory declaration; and
- (b) we are not aware of anything to indicate that the opinion expressed by the Directors in the statutory 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



Arthur Andersen  
Chartered Accountants  
1 Surrey Street  
London WC2R 2PS

8 March 1996