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CHFP025

## COMPANIES FORM No. 155(6)a

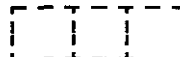
**Declaration in relation to  
assistance for the acquisition  
of shares****155(6)a**Please do not  
write in this  
margin

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

Please complete  
legibly, preferably  
in black type, or  
bold block letteringTo the Registrar of Companies  
(Address overleaf - Note 5)

For official use

Company number



00127795

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

Name of company

\* LAX AND SHAW LIMITED (the "Company")

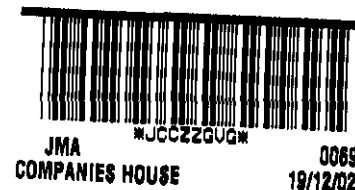
\* insert full name  
of company\*/We ~~o~~ Please see Annexure 1o insert name(s) and  
address(es) of all  
the directors† delete as  
appropriate[~~the sole director~~] [all the directors]† of the above company do solemnly and sincerely declare that:

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 8 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 Allied Glass Containers Limited  
(company number 03846688) (the "Target") 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: 28 ordinary shares of £1  
each in the capital of the Target.Presenter's name address and  
reference (if any) :DLA  
101 Barbirolli Square  
Manchester  
M2 3DLFor official Use  
General Section

The assistance is to be given to: (note 2) Broomco (3031) Limited (Company no. 4569074) of  
Princes Exchange, Princes Square, Leeds LS1 4BY (the "Purchaser")

Please do not  
write in this  
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Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering

The assistance will take the form of:

The execution by the Company of:

1. the Senior Facilities Agreement;
2. the Debenture;
3. the Subordinated Debenture;
4. the Subordinated Guarantee;
5. the Intra-Group Facility Agreement; and
6. the Intercreditor Deed,

(as the same may be amended, varied, supplemented or substituted from time to time) and the Company complying with and fulfilling its obligations thereunder.

All capitalised terms have the meaning given in Annexure 3 to this Form  
155(6)a

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

† delete as  
appropriate

the Purchaser.

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

Please see Annexure 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 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

~~x~~/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) ~~x~~/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 x/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 ~~x~~/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

Declarants to sign below

PRINCES SQUARE LEEDS

Day Month Year  
on 

1	3	1	2	2	0	0	2
---	---	---	---	---	---	---	---

before me

STEAD ASAD ALI

~~A Commissioner for Oaths or Notary Public or Justice of the Peace or a~~ Solicitor having the powers conferred on a Commissioner for Oaths.

*J A Flakshett*  
*Renee*

## 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

Company Number: 00127795

**LAX AND SHAW LIMITED**  
**ANNEXURES TO FORM 155(6)a**  
**ANNEXURE 1**

Name: Andrew Spencer  
Address: 1 Bracken Close  
Mirfield  
West Yorkshire  
WF14 0HA

Name: James Ian Flockhart  
Address: 12 Stennis Gardens  
Edinburgh  
EH17 7QW

**LAX AND SHAW LIMITED**  
**ANNEXURES TO FORM 155(6)a**  
**ANNEXURE 2**

The principal terms on which the assistance is given are as follows:

**1. The Senior Facilities Agreement**

Pursuant to the terms of the Senior Facilities Agreement:

- 1.1 the Lenders provide to the Purchaser the Term Loan Facility; and
- 1.2 the Company undertakes to discharge its own liabilities and obligations from time to time to the Lenders and guarantees, as Guarantor and as if it was also the principal obligor, all liabilities and obligations of each other Group Company to the Lenders pursuant to the Senior Finance Documents.

**2. The Intra-Group Facility Agreement**

Pursuant to the terms of the Intra-Group Facility Agreement, the Company could be required to provide funds to enable the Purchaser to meet its obligations to the Lenders under or in connection with, inter alia, the Senior Facilities Agreement and also for any purpose in connection with the Acquisition and the Purchaser agrees to use reasonable endeavours to meet any shortfall in the working capital requirements of the Company.

**3. The Debenture**

Pursuant to the terms of the Debenture, the Company:

- 3.1 covenants with the Security Trustee to pay or discharge the Secured Sums on the due date in the manner provided in the relevant Senior Finance Document; and
- 3.2 creates in favour of the Security Trustee fixed and floating charges and/or assigns to the Security Trustee all its assets and undertaking both present and future, including but not limited to a legal mortgage in relation to the part freehold property owned by the Company known as South Accommodation Road, Leeds, by way of security for the Secured Sums.

**4. The Subordinated Debenture**

Pursuant to the terms of the Subordinated Debenture, the Company:

- 4.1 covenants with the Subordinated Security Trustee to pay or discharge the Subordinated Secured Sums on the due date in the manner provided in the Subordinated Loan Note Instrument; and
- 4.2 creates in favour of the Subordinated Security Trustee fixed and floating charges and/or assigns to the Subordinated Security Trustee all its assets and undertaking both present and future, including but not limited to a legal mortgage in relation to the part freehold property owned by the Company known as South Accommodation Road, Leeds, by way of security for the Subordinated Secured Sums.

**5. The Subordinated Guarantee**

Pursuant to the terms of the Subordinated Guarantee, the Company guarantees to the Subordinated Loan Note Holders all of the obligations and liabilities from time to time of each other Group Company to the Subordinated Loan Note Holders including under, or as contemplated by, the Subordinated Loan Note Instrument.

**6. The Intercreditor Deed**

Pursuant to the terms of the Intercreditor Deed, there are regulated certain rights and obligations of the parties thereto in respect of the security granted by the Group in favour of the Security Trustee (as security trustee for the Beneficiaries), the Subordinated Security Trustee (as security trustee for the Subordinated Loan Note Holders) and the Lenders.

In entering into the various documents referred to above the Company is entering into obligations and assuming liabilities and giving security in connection with the acquisition of shares in the Target and may in the future be called upon pursuant to any of the documents referred to in this declaration to discharge obligations and/or liabilities arising in connection with the acquisition of shares in the Target.

All capitalised terms have the meaning given in Annexure 3 to this Form 155(6)a.

**LAX AND SHAW LIMITED**  
**ANNEXURES TO FORM 155(6)a**  
**ANNEXURE 3**

In this Form 155(6)a, and all its annexures, the following terms shall have the following meanings:

**"Bank"** means the Governor and Company of the Bank of Scotland;

**"Beneficiaries"** means collectively the Senior Finance Parties, and includes any one or more of them (each a **"Beneficiary"**);

**"Company"** has the meaning ascribed thereto on page 1 of this Form 155(6)a;

**"Debenture"** means the debenture to be executed by the Company in favour of the Security Trustee;

**"Group"** means at any time the Purchaser, Allied Glass Containers Limited and its Subsidiaries, including, without limitation, the Company, and **"Group Company"** means any of them;

**"Guarantor"** has the meaning ascribed thereto in the Senior Facilities Agreement;

**"Intercreditor Deed"** means the intercreditor deed to be entered between, inter alia, the Bank as agent (1), the Security Trustee (2) the parties listed in part 1 of schedule 1 thereto as senior creditors (3), the Subordinated Security Trustee (4), the parties listed in part 1 and part 2 of schedule 2 thereto as stockholders and investor respectively (5), the Purchaser (6) and the parties listed in schedule 3 thereto as obligors (7), regulating the subordination of payments due and, where applicable, the enforcement of security by the parties thereto;

**"Intra-Group Facility Agreement"** means the intra-group facility agreement to be entered into between, inter alia, (1) the Purchaser and (2) Allied Glass Containers Limited and (3) its Subsidiaries;

**"Lenders"** has the meaning ascribed thereto in the Senior Facilities Agreement (each a **"Lender"**);

**"Purchaser"** has the meaning ascribed thereto on page 2 of this Form 155(6)a;

**"Secured Sums"** means all money and liabilities covenanted to be paid and discharged by the Company to the Beneficiaries under clause 2.1 of the Debenture;

**"Security Trustee"** means the Bank, acting in its capacity as security trustee for itself and the Beneficiaries;

**"Senior Facilities Agreement"** means the facilities agreement to be entered into between, inter alia, the Purchaser (1) the Bank as arranger, underwriter and agent (2), the companies listed in part 1 of schedule 1 of thereof as borrowers (3), the companies listed in part 2 of schedule 1 thereof as guarantors (4) and the Security Trustee (5) for the provision of the Term Loan Facility;

**"Senior Finance Documents"** has the meaning ascribed thereto in the Senior Facilities Agreement;

**"Senior Finance Parties"** has the meaning ascribed thereto in the Debenture;

**"Subordinated Debenture"** means the debenture to be executed by the Company in favour of the Subordinated Security Trustee;

**"Subordinated Guarantee"** means the guarantee to be entered into by, inter alia, the Company in favour of the Subordinated Security Trustee for itself and the Subordinated Loan Note Holders;

**"Subordinated Loan Note Holders"** means the holders from time to time of the Subordinated Loan Notes;

**"Subordinated Loan Notes"** has the meaning ascribed thereto in the Senior Facilities Agreement;

**"Subordinated Loan Note Instrument"** means the instrument executed by the Purchaser constituting the Subordinated Loan Notes;

**"Subordinated Secured Sums"** means all money and liabilities covenanted to be paid or discharged by the Company to the Subordinated Loan Note Holders pursuant to the Subordinated Loan Note Instrument;

**"Subordinated Security Trustee"** means Close Securities Limited, acting in its capacity as security trustee for itself and the Subordinated Loan Note Holders;

**"Subsidiary"** means:

- (i) a subsidiary as defined in Section 736 of the Companies Act 1985; and
- (ii) a subsidiary undertaking as defined in Section 258 and Schedule 10A of the Companies Act 1985;

**"Target"** has the meaning ascribed thereto on page 1 of this Form 155(6)a; and

**"Term Loan Facility"** means the £26,000,000 secured term loan facility granted to the Purchaser by the Lenders pursuant to the Senior Facilities Agreement.



# RSM Robson Rhodes

Our Ref: IB/jd

13 December 2002

The Directors  
Lax and Shaw Limited  
1 Weston Centre  
Bowater House  
68 Knightsbridge  
London  
SW1X 7LQ

RSM Robson Rhodes  
Colwyn Chambers, 19 York Street, Manchester M2 3BA  
T 0161 236 3777 F 0161 455 3444  
www.rsm.co.uk

Dear Sirs

## **AUDITORS' REPORT TO THE DIRECTORS OF LAX AND SHAW LIMITED ("THE COMPANY") PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985**

We have examined the attached statutory declaration of the directors dated 13 December 2002 in connection with the proposal that the Company should give financial assistance for the purchase of the shares in Allied Glass Containers Limited, the holding company 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.



**RSM Robson Rhodes**  
Chartered Accountants and Registered Auditor  
Leeds

13 December 2002

RSM Robson Rhodes is an independent member firm of RSM International, an affiliation of independent accounting and consulting firms.

RSM Robson Rhodes is registered to carry on audit work by the Institute of Chartered Accountants in England and Wales and is authorised by the Financial Services Authority.

Offices at: Birmingham, Bristol, Cambridge, Dublin, Edinburgh, Hemel Hempstead, Leeds. Principal office: 186 City Road, London EC1V 2NU at which a list of partners may be inspected.



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