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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

[] [] [] []

153935

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

Name of company

* Kellett (UK) Limited

*Insert full name
of company

*/We† See Appendix 1

†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 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] S.A.H.L. (Predecessors) Limited ("S.A.H.L.")

~~limited~~†

The assistance is for the purpose of ~~that acquisition~~ [reducing or discharging a liability incurred for the purpose of that acquisition].§

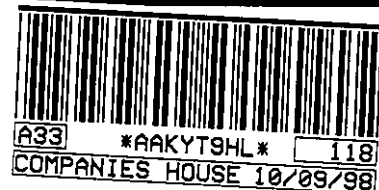
The number and class of the shares acquired or to be acquired is: all the shares ofS.A.H.L.

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

Eversheds
1 Royal Standard Place
Nottingham
NG1 6FZ

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General Section



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

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bold block
lettering

The assistance will take the form of:

See Appendix 2

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

Spaldings Limited

*Delete as
appropriate

The principal terms on which assistance will be given are:

See Appendix 3

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 _____ 19 98

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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) ~~†~~/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 ~~†~~/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 Sheffield South
Yorkshire

the 3rd day of September

One thousand nine hundred and nineteen

before me S Hayes

Declarants to sign below

S. S. Ashall

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.

KELLETT (UK) LIMITED
APPENDICES TO FORM 155(6)a

APPENDIX 1

Name: Stewart Simon Ashall
Address: 68 Thorpe House Avenue, Sheffield, S8 9NH

S. Hayes

KELLETT (UK) LIMITED
APPENDICES TO FORM 155(6)a

APPENDIX 2

- 1 The entering into of the following (or of the documents relating thereto) to which (other than in relation to items 1.1 and 1.2) the Company is to be a party as the same may be amended varied supplemented or substituted from time to time:-
- 1.1 a term loan facility letter, for the provision of a £5,000,000 secured term loan to Spaldings Limited, the Company's ultimate parent company ("Spaldings") and certain other group companies including the Company ("the Term Loan Facility");
 - 1.2 a revolving loan facility letter ("the Revolving Loan Facility Letter") for the provision of a secured loan facility of up to £2,000,000 to Spaldings and certain other group companies including the Company ("the Revolving Loan Facility");
 - 1.3 a form of debenture to be given by each of the Company and certain other members of the Group to the Bank securing, among other obligations, sums due under the Term Loan Facility Letter and the Revolving Loan Facility Letter and all sums due under the Guarantee (as defined below) (the "Debenture");
 - 1.4 a form of omnibus guarantee and set-off agreement to be given by each of the Company and certain other members of the Group to the Bank guaranteeing, among other obligations, sums due under the Term Loan Facility Letter and the Revolving Loan Facility Letter on the terms set out therein ("the Guarantee");
 - 1.5 the payment of fees and expenses in connection with or ancillary to the above.

2.1 Hayes

KELLETT (UK) LIMITED
APPENDICES TO FORM 155(6)a

APPENDIX 3

- 1 Under the terms of the Guarantee the Company, inter alia, guarantees to the Bank the performance of the obligations of Spaldings Limited, its ultimate parent company, and any of its subsidiaries from time to time owing at any time to the Bank. The obligations include the obligations of Spaldings Limited and any of its subsidiaries from time to time under the Facilities Letters.
- 2 Under the terms of the Debenture the Company further charges all of its assets and undertaking as security for the payment and discharge of all moneys, liabilities and obligations owing at any time to the Bank including the obligations in respect of the guarantee outlined in paragraph 1 above.

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 S.A.H.L. 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 S.A.H.L. by Spaldings Limited.

S Hayes