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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

--	--	--	--

319964

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

Name of company

* Tuffnells Parcels Express Limited (the "Company")

*Insert full name
of company

I/We the persons whose names and addresses are set out in appendix 1 to
this form, being

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

~~the sole director~~ [all the directors] of the above company do solemnly and sincerely declare that:

The business of the company is:

~~(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: 1,091,800 ordinary shares
of £1 each

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

Hammond Suddards
2 Park Lane
Leeds
LS3 1ES
(155tuf2.1fd)
SJD.JPM

For official use

General Section



HLE *H21A6H12* 74
COMPANIES HOUSE 21/12/95

The assistance is to be given to: (note 2) the persons set out in appendix 2 to this form

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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:

set out in appendix 3 to this form

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

*Delete as
appropriate

The Big Green Parcel Machine Limited (company no 3125293)

The principal terms on which assistance will be given are:

set out in appendix 4 to this form

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 date hereof 19 _____

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Please complete 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 SOVEREIGN HOUSE
SOUTH PARADE LEEDS

the 19th day of December

One thousand nine hundred and ninety five

before me [Signature]

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

ANDREW CHRISTOPHER PAGE
BROOKE NORTH & GOODWIN
CROWN HOUSE
GREAT GEORGE STREET
LEEDS LS1 3BR

Declarants to sign below

[Signature]
W. Roger

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.


APPENDIX 1

Name: William Michael Rogers

Address: 10 Causeway Glade
Dore
Sheffield
S. Yorks
S17 3EZ

Name: Paul Henry Gregory

Address: "Foxfire"
Vernon Green
Buxton Road
Bakewell
Derbyshire DE45 1DT

 Name: Anthony Everard Mason

Address: 1 Hillberry Rise
Chesterfield
Derbyshire
S40 2QP

APPENDIX 2

The Governor and Company of the Bank of Scotland (the "Bank") and 3i Group plc ("3i").

The Big Green Parcel Machine Limited (company no 3125293) whose registered office is at King's Court, 12 King Street, Leeds LS1 2HL ("Newco").

APPENDIX 3

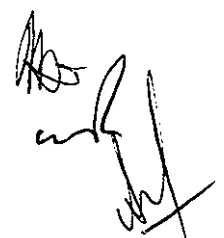
The execution of the following as the same may be amended varied supplemented or substituted from time to time:

1. a multi option working capital facility agreement (the "Working Capital Facility Agreement") relating to a multi option working capital facility and ancillary facilities between the Borrower (as therein defined) (1) and the Governor and Company of the Bank of Scotland (the "Bank") (2);
2. a debenture (the "Bank Debenture") to be granted to the Bank securing liabilities of the Company from time to time to the Bank including liabilities assumed for the purpose of funding the acquisition of shares referred to in this form;
3. cross guarantees to be granted by The Big Green Parcel Machine Limited ("Newco") and certain of its subsidiaries including the Company to the Bank (the "Bank Guarantees");
4. (in respect of Tuffnells Parcels Express Limited only) legal charges and standard securities over its real properties to be granted to the Bank and 3i the "Bank Legal Charges" and the "3i Legal Charges" respectively;
5. (if granted by the Company) assignments by way of security of key man policies and all cover notes or temporary policies in respect of certain of its directors (the "Key Man Assignments");
6. debentures and collateral debentures to be granted by Newco and its subsidiaries including the Company to 3i (the "Mezzanine Debentures");
7. an inter creditor agreement between the Bank, 3i, Newco and certain of its subsidiaries including the Company (the "Inter Creditor Agreement");
8. specific and general counter indemnities in favour of the Bank (the "Counter Indemnities");
9. support agreement to be entered into between Newco, Tuffnells Parcels Express Limited, The Big Green Euro Machine Limited, Phildrew Funds (as defined therein) and 3i (the "Support Agreement");
10. inter group funding agreement to be entered into between Newco, Tuffnells Parcels Express Limited and The Big Green Euro Machine Limited (the "Inter Group Funding Agreement");

the undertaking of liabilities in respect of:

11. the repayment of intercompany indebtedness of The Big Green Euro Machine Limited to the vendors as a term of the acquisition by Newco of The Big Green Euro Machine Limited; and
12. the payment of fees relating to the acquisition of Tuffnells Parcels Express Limited and The Big Green Euro Machine Limited to the Bank, 3i and the management team.


ANDREW CHRISTOPHER PAGE
BROOKE NORTH & GOODWIN
CROWN HOUSE
GREAT GEORGE STREET
LEEDS LS1 3BR



APPENDIX 4

1. It is a condition precedent of the provision of facilities by the Bank under or in respect of the facility agreement for term loan facilities between (inter alia) Newco and the Bank and the Working Capital Facility Agreement that the Company executes and delivers to the Bank the Bank Debenture, the Bank Guarantee the Key Man Assignments and (in respect of Tuffnells Parcels Express Limited only) the Bank Charges and (in respect of Tuffnells Parcels Express Limited only) accept the facilities to be provided pursuant to the Working Capital Facility Agreement.
2. It is a condition precedent of the provision of a mezzanine loan agreement relating to a subordinated term loan facility between the Borrower (as defined therein) and 3i that the Company executes and delivers to 3i the Mezzanine Debenture and (in respect of Tuffnells Parcels Express Limited) the 3i Legal Charges.
3. Under the terms of the Bank Guarantees the Company, inter alia, guarantees to the Bank the performance of the obligations of Newco and any of its subsidiaries from time to time owing at any time to the Bank. The obligations include the obligations of Newco under the following:-
 - 3.1 a facility agreement for term loan facilities between (inter alia) Newco and the Bank;
 - 3.2 the Working Capital Facility Agreement;
 - 3.3 a fees letter between Newco and the Bank (the "Bank Fees Letter").
4. Under the terms of the Bank Debenture the Bank Charges and the Key Man Assignments the Company charges and assigns by way of security all of its assets and undertaking as security for the payment and discharge of all moneys, liabilities and obligations due, owing or incurred at any time to the Bank including the obligations in respect of the guarantees outlined in paragraph 1 above upon the terms of the Bank Debenture, the Bank Charges and the Key Man Assignments.
5. Under the terms of the Support Agreement the Company, inter alia, agrees to support Newco financially including in respect of liabilities relating to the acquisition.
6. Under the terms of the Mezzanine Debentures and the 3i Legal Charges the Company charges all of its assets and undertaking as security for the payment and discharge of all monies, liabilities and obligations due, owing or incurred at any time to 3i upon the terms of the Mezzanine Debentures and the 3i Legal Charges
7. If it executes the Bank Fees Letter or the Mezzanine Fees Letter then under the terms thereof the Company agrees to pay sums which may include sums in respect of

the costs associated with the acquisition of its shares and those of any holding company by Newco.

8. Under the terms of the sale and purchase agreement relating to the acquisition of The Big Green Euro Machine Limited and Tuffnells Parcels Express Limited by Newco (the "Acquisition Agreement") indebtedness of The Big Green Euro Machine Limited to the vendors is to be discharged which may be funded in some part from funds provided, borrowed or guaranteed by the Company.
9. Fees are payable to the management team relating to the acquisition of Tuffnells Parcels Express Limited which may be funded in some part from funds provided, borrowed or guaranteed by the Company.
10. Under the terms of the Inter Group Funding Agreement, the Company, inter alia, agrees to support Newco financially including in respect of liabilities relating to the acquisition.

Touche Ross



Chartered Accountants

Touche Ross & Co.
10-12 East Parade
Leeds LS1 2AJ

Telephone: National 0113 243 9021
International + 44 113 243 9021
Fax: 0113 244 5580
DX 26423

Auditors' Report to the Directors of Tuffnells Parcels 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 19 December 1995 in connection with the proposal that the company should give financial assistance for the purchase of 1,091,800 ordinary shares of £1 each in 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 is unreasonable in all the circumstances.

Yours faithfully

Touche Ross & Co.
Chartered Accountants and Registered Auditors

Dated: 19 December 1995

**Deloitte Touche
Tohmatsu
International**

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

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

Authorised by the Institute of Chartered Accountants in England and Wales to carry on investment business.