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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

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

648111

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

Name of company

\* Amdega Limited

\*Insert full name  
of company

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

I/we† ~~Mark Edwards of The Glen, 25 Hazelwood Road, Duffield, Derby DE56 4DP, Michael~~  
~~Davies of 11 The Rills, Hinckley, Leicestershire, LE10 1MA, David Peter Goddard of The Hollies,~~  
~~Ivy House Lane, Berkhamstead, Herts, HP4 2PP, Christopher John Redfern of 7 Dunbar Drive,~~  
~~Eaglescliffe, Stockton, Cleveland, TS16 9EG, Anthony Edward James Reynolds of Keats House,~~  
~~Barnes Croft, Hilderstone, Stone, Staffordshire ST15 8XU, Colin Taylor of 7 St Aidan's Park,~~  
~~Fourstones, Hexham, Northumberland NE47 5EB.~~ TAVOR RUDDLE, CAIRN VIEW,  
PRESTON-U-SCAR, LEYBURN, NORTH YORKSHIRE, AL8 4AH. *SR*

§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]§

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: 5,499,750 Ordinary shares of  
£1 each

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

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

For official use

General Section

Post room



The assistance is to be given to: (note 2) Pinco 873 Limited ("Newco") (Company No. 3283191)  
whose registered office is at 115-118 Mariners, Tamworth, Staffordshire B79 7UL

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:

Please see Attachment 1

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

\*Delete as  
appropriate

Newco

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 £ up to £240,322,250

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 19 \_\_\_\_\_

Please do not  
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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 Faversham West Anclote Road

Dorothy G. Duxbury

the 26<sup>th</sup> day of December

One thousand nine hundred and ninety-six

before me S. M. Jones Solicitor & Notary Public

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]

## 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.

**AMDEGA LIMITED**  
**Company Number 648111**

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

The accession to, or the execution and delivery by the Company of (as the case may be):-

- (a) a guarantee (the "**Guarantee**") comprised in the Senior Facilities Agreement (as defined below) pursuant to which the Company would guarantee the prompt performance by each relevant obligor of all their obligations under the Finance Documents (as defined in the Senior Facilities Agreement);
- (b) a debenture (the "**Debenture**") dated 4 December 1996 between the Company (1), Newco (2), by way of Deeds of Accession the other chargors named therein (3) and the Security Agent (4) pursuant to which the Company would covenant to pay and discharge the Secured Liabilities on the due date and create fixed and floating charges over substantially all its assets and undertaking by way of security for the same;
- (c) 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 and Newmond Limited a credit facility in the maximum aggregate principal amount of £246,322,250; and
- (d) a Deed of Tax Covenant (the "**Tax Covenant**") to be entered into between, inter alia, the Company (1), Newco (2) and certain other companies named therein (3);
- (e) a global deed of release (the "**Global Deed**") to be entered into between, inter alia, the Vendor (1), Newco (2), the Company (3) and certain of the subsidiary companies of Newco (4),

in the case of (a) and (b) above pursuant to a term loan and multicurrency revolving credit facility agreement (as may be supplemented or amended from time to time) (the "**Senior Facilities Agreement**") dated 4 December 1996 between Newco (1), Newmond Limited (2), Morgan Grenfell & Co. Limited ("**MG&Co.**") and National Westminster Bank Plc ("**NWB**") as Original Banks (the "**Original Banks**") (3), MG&Co. as Arranger (acting in such capacity being the "**Arranger**") (4), Facility Agent (5) and Security Agent (6), by way of Deeds of Accession the Obligors and Guarantors named therein (including the Company) (7) and the Hedging Banks (as defined therein) (8) pursuant to which the Original Banks would make available:

- (i) a senior term loan facility (the "**Term Loan**") in the maximum aggregate principal amount of £185,000,000 to be made available to, inter alia, Newco and used by Newco in financing part of the amounts payable to, inter alia, Williams Properties Limited (the "**Vendor**") for the purposes of the acquisition of the shares in the Company by Newco (and the payment of certain acquisition costs) (the "**Acquisition**") pursuant to the terms of an acquisition agreement (the "**Acquisition Agreement**") dated 4 December 1996 between, inter alia, Newco and the Vendor and various of its subsidiaries (each a member of the "**Vendor Group**") and which includes provision for the repayment by Newco of all outstanding indebtedness (other than trade indebtedness) to any member of the Vendor Group (other than those acquired by Newco in connection with the Acquisition) (the "**Repayment**");

- (ii) a multicurrency revolving credit facility (the "**Revolving Credit Facility**") in the maximum aggregate principal amount of £25,000,000 to be made available to Newco and/or the Company and used by Newco and/or the Company for the general working capital requirements of Newco and its subsidiaries (including the Company) following the Acquisition or if required in part for financing a purchase price adjustment payable to the Vendor for the purposes of the Acquisition or certain other costs associated with the acquisition;
- (iii) an ancillary facility (the "**Ancillary Facility**") under which each Ancillary Bank designated as such under the Facilities Agreement may provide (subject to specified limits) to certain borrowers under such facility:-
  - (A) overdraft, cheque drawing and other current account facilities;
  - (B) forward foreign exchange facilities;
  - (C) guarantee, bonding, documentary or standby letter of credit facilities; and
  - (D) certain other facilities or financial accommodation to which the relevant Ancillary Banks agree;

pursuant to which NWB had agreed to provide a committed overdraft facility of £15,000,000 (the "**Overdraft**"); and

- (iv) a £6,000,000 BACs Facility to be provided by NWB (the "**BACs Facility**"),

(the Term Loan, the Revolving Credit, BACs, Overdraft and Ancillary Facilities together being referred to as the "**Facilities**", and the Original Banks and any other bank or financial institution from time to time participating in the Facilities together being referred to as the "**Finance Parties**" or "**Finance Party**" as the context requires).

**AMDEGA LIMITED**  
**Company Number 648111**

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

- (a) By acceding to the guarantee contained in the Senior Facilities Agreement the Company will:-
- (i) guarantee as principal obligor and not merely as surety the prompt performance by each relevant Obligor (as defined in the Senior Facilities Agreement) of all obligations to the Finance Parties including under the Senior Facilities Agreement and the other finance and security documents referred to therein (the "**Finance Documents**") and the payment of all sums payable from time to time under or in connection with the Finance Documents as and when the same shall become due;
  - (ii) undertake that it will on demand upon a default in the payment of any sum due under or in connection with the Finance Documents pay such sum as if it was expressed to be the primary obligor; and
  - (iii) give an indemnity to each Finance Party against any loss or liability suffered by them under the Finance Documents as a result of any obligation guaranteed by it being or becoming unenforceable, invalid or illegal;
- (the "**Guaranteed Obligations**").
- (b) By acceding to the Debenture the Company will:
- (i) as primary obligor and not merely as surety, covenant with the Security Agent that it will pay or discharge all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to the Finance Parties (or any of them) under each or any of the Finance Documents in each case together with all costs, charges and expenses incurred by any Finance Party in connection with the protection, preservation or enforcement of its respective rights thereunder or any other document evidencing or securing any such liabilities (provided that no obligation or liability shall be included in the definition of "Secured Liabilities" to the extent that, if it were so included, it would constitute unlawful financial assistance within the meaning of Sections 151 and 152 of the Companies Act 1985) (the "**Secured Liabilities**"); and
  - (ii) as beneficial owner and with full title guarantee, as security for the payment, discharge and performance of all Secured Liabilities, charge in favour of the Security Agent substantially all its assets and undertaking by way of fixed and floating charges by way of security for the same.
- (c) By executing the Intra-Group Loan Agreement the Company will make available to Newco and/or Newmond Limited a revolving credit facility of up to £246,322,250 to be used by Newco and/or Newmond Limited to, inter alia, make payments when due under the Senior Facilities Agreement together with costs and expenses incurred by Newco 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.

- (d) By execution of the Tax Covenant the Company will, inter alia, agree to surrender without consideration to the Vendor, or such subsidiary of the Vendor as the Vendor specifies, various losses, allowances or other amounts eligible for surrender by way of group relief (to the extent existing) (the "**Group Relief**") in accordance with the provisions of Sections 402 to 413 of the Income and Corporation Taxes Act 1988.
- (e) By executing the Global Deed certain inter-Group debts existing between the Vendor and certain subsidiaries and other companies within the vendor group (1) and Newco and certain companies acquired by Newco pursuant to the Acquisition (2), would be satisfied in consideration of a payment by Newco which:-
  - (i) (in the case of any debt owed by the Company) would result in the Company owing an equivalent amount to Newco (via any relevant intermediate holding company); and
  - (ii) (in the case of any debt owed by a subsidiary of the Company) would result in an equivalent debt owed by the Company to Newco (via any relevant intermediate holding companies) and owed to the company by the relevant subsidiary (via any relevant intermediate holding companies); and
  - (iii) (in the case of any debt owed to the Company) would result in Newco owing an equivalent amount to the Company;



## Declaration in relation to assistance for the acquisition of shares.

# 155(6)a

Please do not  
write in this  
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Pursuant to section 155(6) of the Companies Act 1985

**Please complete  
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To the Registrar of Companies

For official use

Company number

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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648111

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

Name of company

\* Amdega Limited

\*Insert full name  
of company

14/We† Mark Edwards of The Glen, 35 Hazelwood Road, Duffield, Derby DE56 4DP, Michael  
Davies of 11 The Rills, Hinckley, Leicester, LE10 1MA, David Peter Goddard of The Hollies,  
Ivy House Lane, Berkhamstead, Herts, HP4 2PP, Christopher John Redfern of 7 Dunbar Drive,  
Eaglescliffe, Stockton, Cleveland, TS16 9EG, Anthony Edward James Reynolds of Keats House,  
Barnes Croft, Hilderstone, Stone, Staffordshire ST15 8XU, Colin Taylor of 7 St Aidan's Park,  
Fourstones, Hexham, Northumberland NE47 5EB.

†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]s 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]

Limited]‡

The assistance is for the purpose of [that acquisition] ~~(reducing or discharging a liability incurred for the purpose of that acquisition)~~ <sup>5</sup>

The number and class of the shares acquired or to be acquired is: 5,499,750 Ordinary shares of  
£1 each

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

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

For official use

## General Section

Post room



The assistance is to be given to: (note 2) Pinco 873 Limited ("Newco") (Company No. 3283191)  
whose registered office is at 115-118 Mariners, Tamworth, Staffordshire B79 7UL

Please do not  
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The assistance will take the form of:

Please see Attachment 1

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

\*Delete as  
appropriate

Newco

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 £ up to £240,322,250

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 19

Please do not  
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Please complete  
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†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 Pentagon House, Sir Frank  
Whittle Road Derby DE21 4XA

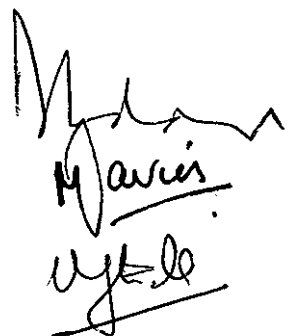
the 20<sup>th</sup> day of December

One thousand nine hundred and ninety six

before me Marie G. Demand

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



## 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.
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**AMDEGA LIMITED**  
**Company Number 648111**

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The accession to, or the execution and delivery by the Company of (as the case may be):-

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- (c) 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 and Newmond Limited a credit facility in the maximum aggregate principal amount of £246,322,250; and
- (d) a Deed of Tax Covenant (the "**Tax Covenant**") to be entered into between, inter alia, the Company (1), Newco (2) and certain other companies named therein (3);
- (e) a global deed of release (the "**Global Deed**") to be entered into between, inter alia, the Vendor (1), Newco (2), the Company (3) and certain of the subsidiary companies of Newco (4),

in the case of (a) and (b) above pursuant to a term loan and multicurrency revolving credit facility agreement (as may be supplemented or amended from time to time) (the "**Senior Facilities Agreement**") dated 4 December 1996 between Newco (1), Newmond Limited (2), Morgan Grenfell & Co. Limited ("**MG&Co.**") and National Westminster Bank Plc ("**NWB**") as Original Banks (the "**Original Banks**") (3), MG&Co. as Arranger (acting in such capacity being the "**Arranger**") (4), Facility Agent (5) and Security Agent (6), by way of Deeds of Accession the Obligors and Guarantors named therein (including the Company) (7) and the Hedging Banks (as defined therein) (8) pursuant to which the Original Banks would make available:

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- (ii) a multicurrency revolving credit facility (the "**Revolving Credit Facility**") in the maximum aggregate principal amount of £25,000,000 to be made available to Newco and/or the Company and used by Newco and/or the Company for the general working capital requirements of Newco and its subsidiaries (including the Company) following the Acquisition or if required in part for financing a purchase price adjustment payable to the Vendor for the purposes of the Acquisition or certain other costs associated with the acquisition;
- (iii) an ancillary facility (the "**Ancillary Facility**") under which each Ancillary Bank designated as such under the Facilities Agreement may provide (subject to specified limits) to certain borrowers under such facility:-
  - (A) overdraft, cheque drawing and other current account facilities;
  - (B) forward foreign exchange facilities;
  - (C) guarantee, bonding, documentary or standby letter of credit facilities; and
  - (D) certain other facilities or financial accommodation to which the relevant Ancillary Banks agree;

pursuant to which NWB had agreed to provide a committed overdraft facility of £15,000,000 (the "**Overdraft**"); and

- (iv) a £6,000,000 BACs Facility to be provided by NWB (the "**BACs Facility**"),

(the Term Loan, the Revolving Credit, BACs, Overdraft and Ancillary Facilities together being referred to as the "**Facilities**", and the Original Banks and any other bank or financial institution from time to time participating in the Facilities together being referred to as the "**Finance Parties**" or "**Finance Party**" as the context requires).

**AMDEGA LIMITED**  
**Company Number 648111**

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

- (a) By acceding to the guarantee contained in the Senior Facilities Agreement the Company will:-
- (i) guarantee as principal obligor and not merely as surety the prompt performance by each relevant Obligor (as defined in the Senior Facilities Agreement) of all obligations to the Finance Parties including under the Senior Facilities Agreement and the other finance and security documents referred to therein (the "**Finance Documents**") and the payment of all sums payable from time to time under or in connection with the Finance Documents as and when the same shall become due;
  - (ii) undertake that it will on demand upon a default in the payment of any sum due under or in connection with the Finance Documents pay such sum as if it was expressed to be the primary obligor; and
  - (iii) give an indemnity to each Finance Party against any loss or liability suffered by them under the Finance Documents as a result of any obligation guaranteed by it being or becoming unenforceable, invalid or illegal;
- (the "**Guaranteed Obligations**").
- (b) By acceding to the Debenture the Company will:
- (i) as primary obligor and not merely as surety, covenant with the Security Agent that it will pay or discharge all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to the Finance Parties (or any of them) under each or any of the Finance Documents in each case together with all costs, charges and expenses incurred by any Finance Party in connection with the protection, preservation or enforcement of its respective rights thereunder or any other document evidencing or securing any such liabilities (provided that no obligation or liability shall be included in the definition of "**Secured Liabilities**" to the extent that, if it were so included, it would constitute unlawful financial assistance within the meaning of Sections 151 and 152 of the Companies Act 1985) (the "**Secured Liabilities**"); and
  - (ii) as beneficial owner and with full title guarantee, as security for the payment, discharge and performance of all Secured Liabilities, charge in favour of the Security Agent substantially all its assets and undertaking by way of fixed and floating charges by way of security for the same.
- (c) By executing the Intra-Group Loan Agreement the Company will make available to Newco and/or Newmond Limited a revolving credit facility of up to £246,322,250 to be used by Newco and/or Newmond Limited to, inter alia, make payments when due under the Senior Facilities Agreement together with costs and expenses incurred by Newco 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.

- (d) By execution of the Tax Covenant the Company will, inter alia, agree to surrender without consideration to the Vendor, or such subsidiary of the Vendor as the Vendor specifies, various losses, allowances or other amounts eligible for surrender by way of group relief (to the extent existing) (the "**Group Relief**") in accordance with the provisions of Sections 402 to 413 of the Income and Corporation Taxes Act 1988.
- (e) By executing the Global Deed certain inter-Group debts existing between the Vendor and certain subsidiaries and other companies within the vendor group (1) and Newco and certain companies acquired by Newco pursuant to the Acquisition (2), would be satisfied in consideration of a payment by Newco which:-
  - (i) (in the case of any debt owed by the Company) would result in the Company owing an equivalent amount to Newco (via any relevant intermediate holding company); and
  - (ii) (in the case of any debt owed by a subsidiary of the Company) would result in an equivalent debt owed by the Company to Newco (via any relevant intermediate holding companies) and owed to the company by the relevant subsidiary (via any relevant intermediate holding companies); and
  - (iii) (in the case of any debt owed to the Company) would result in Newco owing an equivalent amount to the Company;

your reference

**STRICTLY PRIVATE AND CONFIDENTIAL**

our reference  
PC230 AD/sb/001.doc

**Auditors' report to the directors of Amdega Limited  
pursuant to section 156(4) of the Companies Act 1985**

We have examined the attached statutory declaration of the directors of Amdega Limited ('the Company') dated 2<sup>nd</sup> December 1996 in connection with the proposal that the Company should give financial assistance for the purchase of 5,499,750 ordinary shares of £1 each 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.

*Coopers & Lybrand*

Chartered Accountants  
Plumtree Court  
London EC4A 4HT  
20 December 1996