

G

CHFP025

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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
(Address overleaf - Note 5)

For official use

Company number

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

1211050

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

Name of company

* TRITON LIMITED

* insert full name
of company

☒ We ☐ See Schedule 1, together with those directors set out in Schedule 2
being

☐ insert name(s) and
address(es) of all
the directors

† delete as
appropriate

~~XXXXXXXXXXXX~~ [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 32A of the Financial Services and Markets Act 2000 to carry on~~

~~regulated 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

~~XXXXXX~~ [company's holding company] Norcros Limited (Company Number 0566694)

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: 166,096,291 ordinary
shares of 25 pence each

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

Clifford Chance Limited
10 Upper Bank Street
London
E14 5JJ

For official
General Sec



LD3 *LU8GLE47* 116
COMPANIES HOUSE 29/03/2006

LD3 53
COMPANIES HOUSE 23/03/2006

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

(Company number 3691883) with registered office at Ladyfield House, Station Road, Wilmslow, Chester SK9 1BU

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:

See Schedule 3

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

† delete as
appropriate

Norcros (Holdings) Limited (Company number 3691883) with registered office
at Ladyfield House, Station Road, Wilmslow, Chester SK9 1BU

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

See Schedule 4

The amount of cash to be transferred to the person assisted is £ Up to £150,000,000

The value of any asset to be transferred to the person assisted is £ Up to £150,000,000

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

☒ 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 its 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

LADYFIELD HOUSE
WILMSLOW

Declarants to sign below

on

Day	Month	Year
08	03	2006

before me KATIE DENISE GEMMEL

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

David G. Hamilton
Paul
Whitall

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

Schedule 1 to the Statutory Declaration dated 08 March 2006

David William Hamilton
Wheatlands Manor
Park Lane Finchampstead
Wokingham
Berkshire
RG40 4QG

Nicholas Paul Kelsall
7 Dunnockswood
Alsager
Stoke On Trent
Staffordshire
ST7 2XU

Joseph Matthews
Bar House
Bar Road
Baslow
Derbyshire
DE45 1SF

Schedule 2 to the Statutory Declaration dated 08 March 2006

Trevor Eric Applegate
46 Hunsbury Close
Northampton
NN4 9UE

Jonathan Philip Frederic Davies
12 The Drive
Hopwood
Alvechurch
Birmingham
West Midlands
B48 7AH

Lorna Fellowes
22 Mill Street
Warwick
Warwickshire
CV34 4HB

Raymond Sidney Taylor
28 Middlesmoor
Wilnecote
Tamworth
Staffordshire
B77 4PL

Christopher John Whitell
10 Sedlescombe Park
Rugby
CV22 6HL

Stephen Williams
34 Forsythia Close
Lutterworth
Leicestershire
LE17 4FD

Schedule 3 to the Statutory Declaration dated 08 March 2006

1. A term and revolving facility agreement (the "**Facility Agreement**") between (1) Norcros (Holdings) Limited; (2) the Original Borrowers; (3) the Original Guarantors; (4) Barclays Leveraged Finance as mandated lead arranger (5) the Original Lenders; and (6) Barclays Bank plc as Agent and Security Trustee (each as defined therein) under which the Company will guarantee the facilities made available to Norcros (Holdings) Limited (company number: 3691883) ("**NHL**") (of which the Company is a wholly-owned subsidiary);
2. a debenture between (1) the Companies; and (2) Barclays Bank plc as Security Trustee (each as defined therein) (the "**Debenture**") under which the Company will by way of mortgages, assignments and fixed and floating charges grant security over all of its assets and undertakings;
3. an intercreditor deed between, inter alia, the (1) the Agent; (2) the Facility A Lenders; (3) the Facility B Lenders; (4) the Facility C Lenders; (5) the Facility D Lenders; (6) the Facility E Lenders; (7) the Facility F Lenders; (8) the Security Trustee; (9) the Mandated Lead Arranger; (10) the Loan Noteholders; (11) the Investors; (12) Norcros (Holdings) Limited; and (13) the Obligors (as such terms are defined therein) (the "**Intercreditor Deed**"); and
4. an intra-group loan agreement between (1) Norcros (Holdings) Limited; and (2) certain other subsidiaries of Norcros (Holdings) Limited, as set out in the agreement (the "**Intra-Group Loan Agreement**").

Schedule 4 to the Statutory Declaration dated 08 March 2006

1. By executing the Facility Agreement and the Debenture the Company:
 - 1.1 guarantees to the Security Trustee as agent and trustee for the Secured Beneficiaries (as such term is defined in the Intercreditor Deed) that it shall on demand pay to the Security Trustee in the currency in which the same falls due for payment under the terms of all or any of the Facility Agreement, all moneys which are now or at any time hereafter shall have become due or owing by any Borrower from time to time pursuant to the Facility Agreement and certain documents ancillary thereto (the "**Secured Documents**");
 - 1.2 covenants with the Security Trustee as agent and trustee for the Secured Beneficiaries that it shall, to the extent that the same have fallen due and have not been paid pursuant to the terms of the Secured Documents, pay to the Security Trustee on demand all costs and expenses incurred by the Security Trustee in relation to the Facility Agreement, the Debenture and the protection or enforcement of the Security Trustee's rights hereunder and reimbursable or payable by the Company under the terms of the Facility Agreement and the Debenture;
 - 1.3 with full title guarantee, as continuing security for the payment of the obligations owed by the Company under the Secured Documents and the Debenture charges in favour of the Security Trustee (as agent and trustee for the Secured Beneficiaries):
 - (a) by way of legal mortgage all estates or interests in the freehold, leasehold and other immovable property vested in the Company together with all easements, rights and agreements in respect thereof and all buildings and trade and other fixtures on any such property belonging to the Company and the proceeds of sale thereof (the "**Legally Mortgaged Property**");
 - (b) by way of fixed charge all estates or interests in any freehold, leasehold and other immoveable property now or at any time during the continuance of this security belonging to the Company (other than the Legally Mortgaged Property) and any leasehold property where the relevant lease contains a prohibition against charging the property subject to such lease until the earlier of relevant landlord granting such consent or upon the Company giving the Security Trustee written notice that such leasehold property shall be subject to this fixed charge and upon either event the relevant leasehold property shall immediately be subject to this fixed charge and the proceeds of sale thereof and all buildings and trade and other fixtures from time to time on any such property belonging to or charged to the Company;
 - (c) by way of fixed charge all plant, machinery, vehicles, computers and office and other equipment and contracts, licences and warranties relating to the same owned by the Company both present and future;

(d) by way of fixed charge all book debts and other debts, rentals, royalties, fees and monetary claims now and from time to time due or owing to the Company and all moneys which the Company receives in respect thereof;

(e) by way of fixed charge all balances standing to the credit of any current, deposit or other account of the Company with the Security Trustee or any other secured party (including, *inter alia*, any account designated a realisations account for the proceeds of disposals of any of the assets of the Company) or with other bankers, financial institutions or similar third parties;

(f) by way of fixed charge all stocks, shares, debentures, bonds, notes and loan capital of:

(i) any subsidiary; and

(ii) any other body corporate;

and all rights to subscribe for, redeem, convert other securities into or otherwise acquire any of the same which may now or hereafter belong to the Company, together with all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing;

(g) by way of fixed charge the goodwill of the Company and its uncalled capital now or at any time hereafter in existence;

(h) by way of fixed charge all copyrights, patents, patent applications, licences, trade marks, tradenames, know-how and inventions or other rights of every kind deriving therefrom nor or at any time hereafter belonging to the Company and all fees, royalties and other rights of every kind deriving from such copyrights, patents, trade marks, tradenames, know-how and inventions; and

(i) by way of floating charge the whole of the Company's undertaking and all its property, assets and rights, whatsoever and wheresover, present and future, other than any property or assets from time to time or for the time being effectively mortgaged, assigned or charged to the Security Trustee by way of fixed charge under the Debenture.

1.4 covenants that, without prior consent of the Security Trustee, it shall not create or permit to subsist any Security (other than a Permitted Security) (each as defined in Debenture) or sell, discount, factor, transfer, lease, lend or otherwise dispose of, the whole or any part of its undertaking or assets.

2. The Debenture contains a covenant for further assurances and shall remain in full force and effect notwithstanding any amendments, variations or novations from time to time of the Secured Documents or any assignment, transfer or novation of the rights and obligations of any secured party.

3. By executing the Intercreditor Deed the Company will agree to:

- 3.1.1 subordinate its right to repayment of monies due from Norcros (Holdings) Limited to it pursuant to the Intra-Group Loan Agreement in certain circumstances and to the ranking of priority between certain creditors of Norcros (Holdings) Limited and its subsidiaries; and
 - 3.1.2 to indemnify the Lenders and Security Trustee for certain costs, claims, expenses and liabilities under the Intercreditor Deed.
- 4. By executing the Intra-Group Loan Agreement the Company will make a loan available to, amongst others, Norcros (Holdings) Limited to enable Norcros (Holdings) Limited to, amongst other things, repay borrowings by it under the Facility Agreement and to reduce liabilities incurred by it for the purpose of the acquisition of the holding company of the Company.

The Directors
Triton Limited
Nuneaton
Warwickshire
CV11 4NR

PricewaterhouseCoopers LLP
101 Barbirolli Square
Lower Mosley Street
Manchester M2 3PW
Telephone: +44 (0) 161 245 2000
Facsimile: +44 (0) 161 247 4129
www.pwc.com/uk

20 March 2006

Dear Sirs

Auditors' report to the directors of Triton Limited pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors of Triton Limited (the "Company") dated 8 March 2006 in connection with the proposal that the Company should give financial assistance for the purchase of 166,096,291 of the ordinary shares of the Company's holding company, Norcros Limited. This report, including the opinion, has been prepared for and only for the Company and the Company's directors in accordance with Section 156 of the Companies Act 1985 and for no other purpose. We do not, in giving the opinion set out below, accept or assume responsibility for any other purpose or to any other person to whom this report is shown or into whose hands it may come save where expressly agreed by our prior consent in writing.

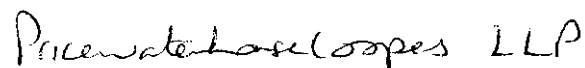
Basis of opinion

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.

Yours faithfully



PricewaterhouseCoopers LLP
Chartered Accountants and Registered Auditors

CHFP025

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 lettering**

**To the Registrar of Companies
(Address overleaf - Note 5)**

For official use

Company number

1211050

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

Name of company

* TRITON LIMITED

* insert full name
of company

XWe See Schedule 1, together with those directors set out in Schedule 2 being

• insert name(s) and address(es) of all the directors

† delete as appropriate

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

The business of the company is:

§ delete whichever
is inappropriate

[illegible]

(c) something other than the above\$

The company is proposing to give financial assistance in connection with the acquisition of shares in the

~~XXXXXXXX~~ [company's holding company] Norcross Limited (Company Number 0566694)

LimitedIt

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: 166,096,291 ordinary
shares of 25 pence each

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

Clifford Chance Limited
10 Upper Bank Street
London
E14 5JJ

For official Use
General Section

49/US/2006

LD3
COMPANIES HOUSE

52
23/03/2006

356

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

(Company number 3691883) with registered office at Ladyfield House, Station Road, Wilmslow, Chester SK9 1BU

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:

See Schedule 3

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

† delete as
appropriate

Norcros (Holdings) Limited (Company number 3691883) with registered office
at Ladyfield House, Station Road, Wilmslow, Chester SK9 1BU

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

See Schedule 4

The amount of cash to be transferred to the person assisted is £ Up to £150,000,000

The value of any asset to be transferred to the person assisted is £ Up to £150,000,000

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
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bold block lettering

* delete either (a) or
(b) as appropriate

☒ 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 3 Dugdale Street
Nuneaton

Declarants to sign below

Day Month Year
on

0	8	0	3	2	0	0	6
---	---	---	---	---	---	---	---

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.

C. J. Whittell
[Signature]
[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.
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- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
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Cardiff
CF14 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

ALSTERS KELLEY SOLICITORS
3 DUGDALE STREET
NUNEATON CV11 5QJ
TEL: 0870 774 5400
FAX: 0870 774 9102
DX 16446 - NUNEATON

Schedule 1 to the Statutory Declaration dated 08 March 2006

Trevor Eric Applegate
46 Hunsbury Close
Northampton
NN4 9UE

Jonathan Philip Frederic Davies
12 The Drive
Hopwood
Alvechurch
Birmingham
West Midlands
B48 7AH

Lorna Fellowes
22 Mill Street
Warwick
Warwickshire
CV34 4HB

Raymond Sidney Taylor
28 Middlesmoor
Wilnecote
Tamworth
Staffordshire
B77 4PL

Christopher John Whittel
10 Sedlescombe Park
Rugby
CV22 6HL

Stephen Williams
34 Forsythia Close
Lutterworth
Leicestershire
LE17 4FD

Schedule 2 to the Statutory Declaration dated 08 March 2006

David William Hamilton
Wheatlands Manor
Park Lane Finchampstead
Wokingham
Berkshire
RG40 4QG

Nicholas Paul Kelsall
7 Dunnockswood
Alsager
Stoke On Trent
Staffordshire
ST7 2XU

Joseph Matthews
Bar House
Bar Road
Baslow
Derbyshire
DE45 1SF

Schedule 3 to the Statutory Declaration dated 08 March 2006

1. A term and revolving facility agreement (the "**Facility Agreement**") between (1) Norcros (Holdings) Limited; (2) the Original Borrowers; (3) the Original Guarantors; (4) Barclays Leveraged Finance as mandated lead arranger (5) the Original Lenders; and (6) Barclays Bank plc as Agent and Security Trustee (each as defined therein) under which the Company will guarantee the facilities made available to Norcros (Holdings) Limited (company number: 3691883) ("**NHL**") (of which the Company is a wholly-owned subsidiary);
2. a debenture between (1) the Companies; and (2) Barclays Bank plc as Security Trustee (each as defined therein) (the "**Debenture**") under which the Company will by way of mortgages, assignments and fixed and floating charges grant security over all of its assets and undertakings;
3. an intercreditor deed between, inter alia, the (1) the Agent; (2) the Facility A Lenders; (3) the Facility B Lenders; (4) the Facility C Lenders; (5) the Facility D Lenders; (6) the Facility E Lenders; (7) the Facility F Lenders; (8) the Security Trustee; (9) the Mandated Lead Arranger; (10) the Loan Noteholders; (11) the Investors; (12) Norcros (Holdings) Limited; and (13) the Obligors (as such terms are defined therein) (the "**Intercreditor Deed**"); and
4. an intra-group loan agreement between (1) Norcros (Holdings) Limited; and (2) certain other subsidiaries of Norcros (Holdings) Limited, as set out in the agreement (the "**Intra-Group Loan Agreement**").

Schedule 4 to the Statutory Declaration dated 08 March 2006

1. By executing the Facility Agreement and the Debenture the Company:
 - 1.1 guarantees to the Security Trustee as agent and trustee for the Secured Beneficiaries (as such term is defined in the Intercreditor Deed) that it shall on demand pay to the Security Trustee in the currency in which the same falls due for payment under the terms of all or any of the Facility Agreement, all moneys which are now or at any time hereafter shall have become due or owing by any Borrower from time to time pursuant to the Facility Agreement and certain documents ancillary thereto (the "**Secured Documents**");
 - 1.2 covenants with the Security Trustee as agent and trustee for the Secured Beneficiaries that it shall, to the extent that the same have fallen due and have not been paid pursuant to the terms of the Secured Documents, pay to the Security Trustee on demand all costs and expenses incurred by the Security Trustee in relation to the Facility Agreement, the Debenture and the protection or enforcement of the Security Trustee's rights hereunder and reimbursable or payable by the Company under the terms of the Facility Agreement and the Debenture;
 - 1.3 with full title guarantee, as continuing security for the payment of the obligations owed by the Company under the Secured Documents and the Debenture charges in favour of the Security Trustee (as agent and trustee for the Secured Beneficiaries):
 - (a) by way of legal mortgage all estates or interests in the freehold, leasehold and other immovable property vested in the Company together with all easements, rights and agreements in respect thereof and all buildings and trade and other fixtures on any such property belonging to the Company and the proceeds of sale thereof (the "**Legally Mortgaged Property**");
 - (b) by way of fixed charge all estates or interests in any freehold, leasehold and other immoveable property now or at any time during the continuance of this security belonging to the Company (other than the Legally Mortgaged Property) and any leasehold property where the relevant lease contains a prohibition against charging the property subject to such lease until the earlier of relevant landlord granting such consent or upon the Company giving the Security Trustee written notice that such leasehold property shall be subject to this fixed charge and upon either event the relevant leasehold property shall immediately be subject to this fixed charge and the proceeds of sale thereof and all buildings and trade and other fixtures from time to time on any such property belonging to or charged to the Company;

- (c) by way of fixed charge all plant, machinery, vehicles, computers and office and other equipment and contracts, licences and warranties relating to the same owned by the Company both present and future;
- (d) by way of fixed charge all book debts and other debts, rentals, royalties, fees and monetary claims now and from time to time due or owing to the Company and all moneys which the Company receives in respect thereof;
- (e) by way of fixed charge all balances standing to the credit of any current, deposit or other account of the Company with the Security Trustee or any other secured party (including, *inter alia*, any account designated a realisations account for the proceeds of disposals of any of the assets of the Company) or with other bankers, financial institutions or similar third parties;
- (f) by way of fixed charge all stocks, shares, debentures, bonds, notes and loan capital of:
 - (i) any subsidiary; and
 - (ii) any other body corporate;

and all rights to subscribe for, redeem, convert other securities into or otherwise acquire any of the same which may now or hereafter belong to the Company, together with all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing;

- (g) by way of fixed charge the goodwill of the Company and its uncalled capital now or at any time hereafter in existence;
- (h) by way of fixed charge all copyrights, patents, patent applications, licences, trade marks, tradenames, know-how and inventions or other rights of every kind deriving therefrom nor or at any time hereafter belonging to the Company and all fees, royalties and other rights of every kind deriving from such copyrights, patents, trade marks, tradenames, know-how and inventions; and
- (i) by way of floating charge the whole of the Company's undertaking and all its property, assets and rights, whatsoever and wheresoever, present and future, other than any property or assets from time to time or for the time being effectively mortgaged, assigned or charged to the Security Trustee by way of fixed charge under the Debenture.

1.4 covenants that, without prior consent of the Security Trustee, it shall not create or permit to subsist any Security (other than a Permitted Security) (each as

defined in Debenture) or sell, discount, factor, transfer, lease, lend or otherwise dispose of, the whole or any part of its undertaking or assets.

2. The Debenture contains a covenant for further assurances and shall remain in full force and effect notwithstanding any amendments, variations or novations from time to time of the Secured Documents or any assignment, transfer or novation of the rights and obligations of any secured party.
3. By executing the Intercreditor Deed the Company will agree to:
 - 3.1.1 subordinate its right to repayment of monies due from Norcros (Holdings) Limited to it pursuant to the Intra-Group Loan Agreement in certain circumstances and to the ranking of priority between certain creditors of Norcros (Holdings) Limited and its subsidiaries; and
 - 3.1.2 to indemnify the Lenders and Security Trustee for certain costs, claims, expenses and liabilities under the Intercreditor Deed.
4. By executing the Intra-Group Loan Agreement the Company will make a loan available to, amongst others, Norcros (Holdings) Limited to enable Norcros (Holdings) Limited to, amongst other things, repay borrowings by it under the Facility Agreement and to reduce liabilities incurred by it for the purpose of the acquisition of the holding company of the Company.

PricewaterhouseCoopers LLP
101 Barbican Square
Lower Mosley Street
Manchester M2 3PW
Telephone: +44 (0) 161 245 2000
Facsimile: +44 (0) 161 247 4129
www.pwc.com/uk

The Directors
Triton Limited
Nuneaton
Warwickshire
CV11 4NR

20 March 2006

Dear Sirs

Auditors' report to the directors of Triton Limited pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors of Triton Limited (the "Company") dated 8 March 2006 in connection with the proposal that the Company should give financial assistance for the purchase of 166,096,291 of the ordinary shares of the Company's holding company, Norcros Limited. This report, including the opinion, has been prepared for and only for the Company and the Company's directors in accordance with Section 156 of the Companies Act 1985 and for no other purpose. We do not, in giving the opinion set out below, accept or assume responsibility for any other purpose or to any other person to whom this report is shown or into whose hands it may come save where expressly agreed by our prior consent in writing.

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.

Yours faithfully

PricewaterhouseCoopers LLP

PricewaterhouseCoopers LLP
Chartered Accountants and Registered Auditors

We hereby certify this
to be a true copy of the
original.
Signed 
Clifford Chance
Limited Liability Partnership
10 Upper Bank Street
London E14 5JJ