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CHFP025

COMPANIES FORM No. 155(6)b

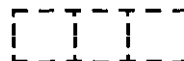
**Declaration by the directors
of a holding company in
relation to assistance for the
acquisition of shares****155(6)b**Please do not
write in this
margin

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



2453150

Name of company

* Courtaulds Textiles Limited (the "Company")

Note
Please read the notes
on page 3 before
completing this form.* insert full name
of company§ insert name(s) and
address(es) of all
the directors

~~†~~/We ~~§~~ Howard Rubenstein of 25 Meadow Drive, Hendon, London NW4 1SD, England, Hugh Duffy of
Highwood, Woodland Drive, East Horsley, Leatherhead KT24 5AN, England, Donald Malvenan
of 8 Paddocks View, Long Eaton, Nottingham NG10 3QF, England, David Hillcoat of The
Manor, Heath Lane, Carlton Scroop, Grantham, Lincolnshire NG32 3AS, England and Samuel
Sturgis of 22 Sandy Lane, Virginia Water, Surrey GU24 4TA together with David Hall of
32 Rufford Avenue, Beeston, Nottingham NG9 3JH, England who is making a declaration on
the date hereof which together with this declaration is the statutory declaration
required by Section 155(6) of the Companies Act 1985,

† delete as
appropriate

~~the sole director~~ [all the directors]† of the above company (hereinafter called 'this company') do
solemnly and sincerely declare that:

§ delete whichever
is inappropriate

The business of this 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§

This company is [the] ~~a~~ holding company of* Courtaulds Textiles Investments Limited
which is
proposing to give financial assistance in connection with the acquisition of shares
in [this company] [

~~the holding company of this company.]†~~Presentor's name address and
reference (if any) :

Clifford Chance
200 Aldersgate Street
London
EC1A 4JJ
DX No 606 LONDON
Ref: DD/S1345-01150
2/965554

For official Use
General Section

Post room

LD4
COMPANIES HOUSE

LR1701UR

0019
26/06/01

The assistance is for the purpose of ~~that acquisition~~ [reducing or discharging a liability incurred for the purpose of that acquisition].† (note 1)

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

The number and class of the shares acquired or to be acquired is: 103,767,639 ordinary shares

The assistance is to be given to: (note 2) Sara Lee UK Holdings plc (registered office 225 Bath Road, Slough, Berkshire SL1 4AU and company no. 1558575) (the "Issuer")

The assistance will take the form of:

See Schedule 1

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

† delete as appropriate

Sara Lee Acquisition Limited (registered office 225 Bath Road, Slough, Berkshire SL1 4AU and company no. 3902196)

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

See Schedule 2

The amount (if any) by which the net assets of the company which is giving the assistance will be reduced by giving it is Nil

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 complete
legibly, preferably
in black type, or
bold block lettering

~~1/~~We have formed the opinion, as regards this 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) ~~1/~~We have formed the opinion that this company will be able to pay its debts as they fall due during the year immediately following that date]* (note 3)

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

(b) ~~It is intended to commence the winding up of this company within 12 months of that date, and 1/ we have formed the opinion that this company will be able to pay its debts in full within 12 months of the commencement of the winding up]* (note 3)~~

And ~~1/~~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 70 Conduit Street London W1S 2GF

Day Month Year
on

2	0	0	6	2	0	0	1
---	---	---	---	---	---	---	---

before me Sir Will

SIMON WILLIAMS

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

H. Doleben HEWARD
RUBENSTEIN
HUGH BRIAN
DAFFY
SAMUEL
STURGIS
DAVID
HILLCOAT
DONALD S
MALVENAN

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
Companies House
37 Castle Terrace
Edinburgh
EH1 2EB

COURTAULDS TEXTILES LIMITED

Financial Assistance Declaration 155(6)b

This is the document referred to in the Statutory Declaration dated 20 June 2001.

SCHEDULE 1

Form of Financial Assistance

The financial assistance will take the form of:

A. the execution, delivery and performance by Courtaulds Textiles Investments Limited ("CTIL") of:

1. An Accession Memorandum under which CTIL will undertake to perform all the obligations expressed to be undertaken under the Trust Deed by a Guarantor and agrees that it shall be bound by the Trust Deed in all respects as if it had been an original party thereto as a Guarantor;
2. A deed of undertaking (the "**Deed of Undertaking**") pursuant to which CTIL will undertake to perform all the obligations expressed to be undertaken under the Paying Agency Agreement by a Guarantor and agrees that it shall be bound by the Paying Agency Agreement in all respects as if it had been an original party thereto as a Guarantor.

B. By the performance of any other acts or the execution of any other documents ancillary or otherwise relating to the above documents.

"**Trust Deed**" means the trust deed dated 16 May 2000 between the Issuer, the Guarantors, the Share Chargors and the Trustee (each as defined therein) which relates to the £160,000,000 8.25 per cent. Guaranteed Note due 2005 of the Issuer, as amended, restated, or varied from time to time.

Unless the contrary intention appears, the terms used in this document shall have the same meaning as in the Trust Deed.

COURTAULDS TEXTILES LIMITED

Financial Assistance Declaration 155(6)b

This is the document referred to in the Statutory Declaration dated 20 June 2001.

SCHEDULE 2

Principal Terms of Financial Assistance

The principal terms on which the financial assistance by Courtaulds Textiles Investments Limited ("CTIL") will be given are as follows:

1. By entering into the Accession Memorandum, CTIL will undertake, inter alia, the following obligations under the terms of the Trust Deed:
 - 1.1 CTIL jointly and severally with the other Guarantors, unconditionally and irrevocably guarantees to the Trustee payment of all sums expressed to be payable by the Issuer and/or any other Obligor and the performance of any of their other obligations undertaken pursuant to or under the Trust Deed, the Transaction Documents, or in respect of the Notes, Receipts or Coupons as and when the same becomes due and payable, whether at maturity, upon early redemption, upon acceleration or otherwise, according to the terms of the Trust Deed and the Notes, Receipts and Coupons. In case of the failure of the Issuer to pay any such sum as and when the same shall become due and payable, CTIL jointly and severally with the other Guarantors agrees to cause such payment to be made as and when the same becomes due and payable, whether at maturity, upon early redemption, upon acceleration or otherwise, as if such payment were made by the Issuer;
 - 1.2 CTIL agrees, as an independent primary obligation, jointly and severally with the other Guarantors that it shall pay to the Trustee on demand sums sufficient to indemnify the Trustee and each Noteholder, Receiptholder and Couponholder against any loss sustained by the Trustee or such Noteholder, Receiptholder or Couponholder by reason of the non-payment as and when the same shall become due and payable of any sum expressed to be payable by the Issuer and/or any other Obligor and the performance of any of their other obligations undertaken pursuant to or under the Trust Deed or in respect of the Notes, Receipts or Coupons or under any other Transaction Document, whether by reason of any of the obligations expressed to be assumed by the Issuer in the Trust Deed or the Notes being or becoming void, voidable or unenforceable for any reason, whether or not known to the Trustee or such Noteholder, Receiptholder or Couponholder or for any other reason whatsoever;
 - 1.3 if the Issuer defaults in the payment of any sum expressed to be payable by the Issuer under the Trust Deed or in respect of the Notes, Receipts or Coupons as and when the same shall become due and payable, CTIL and each other Guarantor shall forthwith unconditionally pay or procure to be paid to or to the order of the Trustee in sterling in

London in immediately available, freely transferable funds the amount in respect of which such default has been made;

- 1.4 CTIL undertakes that it shall not, and will procure that no Material Subsidiary shall, without the prior consent of the Trustee, create or permit to subsist any Encumbrance over all or any of its assets other than a Permitted Encumbrance or create any restriction or prohibition on Encumbrances over all or any of its assets;
- 1.5 CTIL undertakes that it shall not, and will procure that no other Material Subsidiary shall, without the prior written consent of the Trustee, sell, lease, transfer or otherwise dispose of, by one or more transactions or series of transactions (whether related or not), the whole or any part of its revenues or its assets or its business or undertakings other than Permitted Disposals;
- 1.6 CTIL undertakes that it shall not make any payment, prepayment, redemption, purchase, making of any distributions in respect of or otherwise acquire any Indebtedness for Borrowed Money in cash or in kind or discharge any Indebtedness for Borrowed Money by set-off or any right of combination of accounts other than payments under certain specified circumstances;
- 1.7 CTIL agrees to pay certain costs, charges and expenses incurred by the Trustee, any Delegate or any Receiver and to indemnify the Trustee, any Delegate or any Receiver in respect of certain specified matters;
- 1.8 the Trust Deed contains a covenant for further assurances.
2. By entering into the Deed of Undertaking, CTIL will undertake, inter alia, the following obligations under the terms of the Paying Agency Agreement:
 - 2.1 CTIL will, in the event that the Issuer fails to do so, (a) pay to the Principal Paying Agent such amount of principal and/or interest due under the Notes from the Issuer to the Principal Paying Agent (b) under certain circumstances, pay the Principal Paying Agent for the account of any Paying Agent which has made payments and was not reimbursed by the Principal Paying Agent (c) reimburse the Principal Paying Agent all reasonable expenses in connection with its services under the Paying Agency Agreement make certain reimbursements to the Agents and (d) pay all stamp, registration and other taxes and duties which are payable upon or in connection with the execution and delivery of the Paying Agency Agreement;
 - 2.2 CTIL shall also, together with the Issuer and other Guarantors, jointly and severally indemnify each Paying Agent:
 - 2.2.1 on demand against any claim, demand, action, liability, damages, cost, loss or expense (including, without limitation, legal fees and any applicable value added tax) which it incurs as a result or arising out of or in relation to any failure to pay or delay in paying any stamp, registration and other taxes and duties which are payable upon or in connection with the execution and delivery of the Paying Agency Agreement;

- 2.2.2 against any claim, demand, action, liability, damages, cost, loss or expense (including, without limitation, legal fees and any applicable value added tax) which it incurs, otherwise than by reason of its own gross negligence or wilful misconduct, default or bad faith, as a result or arising out of or in relation to its acting as the agent of the Issuer and the Guarantors in relation to the Notes.

Unless the contrary intention appears, terms used in this document shall have the same meaning as in the Trust Deed.

G

CHFP025

COMPANIES FORM No. 155(6)b

**Declaration by the directors
of a holding company in
relation to assistance for the
acquisition of shares****155(6)b**Please do not
write in this
margin**Please complete
legibly, preferably
in black type, or
bold block lettering****Note**
Please read the notes
on page 3 before
completing this form.* insert full name
of company† insert name(s) and
address(es) of all
the directors‡ delete as
appropriate§ delete whichever
is inappropriate

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

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

For official use

Company number

[] [] [] []

2453150

Name of company

* Courtaulds Textiles Limited (the "Company")

I/we, ~~the~~ David Hall of 32 Rufford Avenue, Beeston, Nottingham NG9 3JH, England, together with

Hugh Duffy of Highwood, Woodland Drive, East Horsley, Leatherhead KT24 5AN, England,

Donald Malvenan of 8 Paddocks View, Long Eaton, Nottingham NG10 3QF, England, David

Hillcoat of The Manor, Heath Lane, Carlton Scroop, Grantham, Lincolnshire NG32 3AS,

England, Samuel Sturgis of 22 Sandy Lane, Virginia Water, Surrey GU24 4TA and Howard

Rubenstein of 25 Meadow Drive, Hendon, London NW4 1SD, England who are making a

declaration on the date hereof which together with this declaration is the statutory

declaration required by Section 155(6) of the Companies Act 1985.

[~~the sole director~~] [all the directors]† of the above company (hereinafter called 'this company') do
solemnly and sincerely declare that:

The business of this 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§

This company is [the] ~~a~~ holding company of* Courtaulds Textiles Investments Limited
_____ which is
proposing to give financial assistance in connection with the acquisition of shares
in [this company] [_____

_____ the holding company of this company.]†

Presentor's name address and
reference (if any) :Clifford Chance
200 Aldersgate Street
London
EC1A 4JJ
DX No 606 LONDON
Ref: DD/S1345-01150
2/849830For official Use
General Section

Post room

The assistance is for the purpose of ~~that acquisition~~ [reducing or discharging a liability incurred for the purpose of that acquisition].† (note 1)

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

The number and class of the shares acquired or to be acquired is: 103,767,639 ordinary shares

The assistance is to be given to: (note 2) Sara Lee UK Holdings plc (registered office 225 Bath Road, Slough, Berkshire SL1 4AU and company no. 1558575) (the "Issuer")

The assistance will take the form of:

See Schedule 1

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

† delete as appropriate

Sara Lee Acquisition Limited (registered office 225 Bath Road, Slough, Berkshire SL1 4AU and company no. 3902196)

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

See Schedule 2

The amount (if any) by which the net assets of the company which is giving the assistance will be reduced by giving it is Nil

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

Please complete
legibly, preferably
in black type, or
bold block lettering

I/~~We~~ have formed the opinion, as regards this 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 this company will be able to pay its debts as they fall due during the year immediately following that date]* (note 3)

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

(b) ~~It is intended to commence the winding up of this company within 12 months of that date and I/we have formed the opinion that this 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 PO BOX 54 HAYDR ROAD
NOTTINGHAM

Declarants to sign below


DAVID HALL

Day Month Year
on

2	0	0	6	2	0	0	1
---	---	---	---	---	---	---	---

before me 

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

RICHARD D. BATES
SOLICITOR
NOTTINGHAM

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
Companies House
37 Castle Terrace
Edinburgh
EH1 2EB

COURTAULDS TEXTILES LIMITED

Financial Assistance Declaration 155(6)b

This is the document referred to in the Statutory Declaration dated *10 June* 2001.

SCHEDULE 1

Form of Financial Assistance

The financial assistance will take the form of:

A. the execution, delivery and performance by Courtaulds Textiles Investments Limited ("CTIL") of:

1. An Accession Memorandum under which CTIL will undertake to perform all the obligations expressed to be undertaken under the Trust Deed by a Guarantor and agrees that it shall be bound by the Trust Deed in all respects as if it had been an original party thereto as a Guarantor;
2. A deed of undertaking (the "**Deed of Undertaking**") pursuant to which CTIL will undertake to perform all the obligations expressed to be undertaken under the Paying Agency Agreement by a Guarantor and agrees that it shall be bound by the Paying Agency Agreement in all respects as if it had been an original party thereto as a Guarantor.

B. By the performance of any other acts or the execution of any other documents ancillary or otherwise relating to the above documents.

"**Trust Deed**" means the trust deed dated 16 May 2000 between the Issuer, the Guarantors, the Share Chargors and the Trustee (each as defined therein) which relates to the £160,000,000 8.25 per cent. Guaranteed Note due 2005 of the Issuer, as amended, restated, or varied from time to time.

Unless the contrary intention appears, the terms used in this document shall have the same meaning as in the Trust Deed.

COURTAULDS TEXTILES LIMITED

Financial Assistance Declaration 155(6)b

This is the document referred to in the Statutory Declaration dated 20 June 2001.

SCHEDULE 2

Principal Terms of Financial Assistance

The principal terms on which the financial assistance by Courtaulds Textiles Investments Limited ("CTIL") will be given are as follows:

1. By entering into the Accession Memorandum, CTIL will undertake, inter alia, the following obligations under the terms of the Trust Deed:
 - 1.1 CTIL jointly and severally with the other Guarantors, unconditionally and irrevocably guarantees to the Trustee payment of all sums expressed to be payable by the Issuer and/or any other Obligor and the performance of any of their other obligations undertaken pursuant to or under the Trust Deed, the Transaction Documents, or in respect of the Notes, Receipts or Coupons as and when the same becomes due and payable, whether at maturity, upon early redemption, upon acceleration or otherwise, according to the terms of the Trust Deed and the Notes, Receipts and Coupons. In case of the failure of the Issuer to pay any such sum as and when the same shall become due and payable, CTIL jointly and severally with the other Guarantors agrees to cause such payment to be made as and when the same becomes due and payable, whether at maturity, upon early redemption, upon acceleration or otherwise, as if such payment were made by the Issuer;
 - 1.2 CTIL agrees, as an independent primary obligation, jointly and severally with the other Guarantors that it shall pay to the Trustee on demand sums sufficient to indemnify the Trustee and each Noteholder, Receiptholder and Couponholder against any loss sustained by the Trustee or such Noteholder, Receiptholder or Couponholder by reason of the non-payment as and when the same shall become due and payable of any sum expressed to be payable by the Issuer and/or any other Obligor and the performance of any of their other obligations undertaken pursuant to or under the Trust Deed or in respect of the Notes, Receipts or Coupons or under any other Transaction Document, whether by reason of any of the obligations expressed to be assumed by the Issuer in the Trust Deed or the Notes being or becoming void, voidable or unenforceable for any reason, whether or not known to the Trustee or such Noteholder, Receiptholder or Couponholder or for any other reason whatsoever;
 - 1.3 if the Issuer defaults in the payment of any sum expressed to be payable by the Issuer under the Trust Deed or in respect of the Notes, Receipts or Coupons as and when the same shall become due and payable, CTIL and each other Guarantor shall forthwith unconditionally pay or procure to be paid to or to the order of the Trustee in sterling in

London in immediately available, freely transferable funds the amount in respect of which such default has been made;

- 1.4 CTIL undertakes that it shall not, and will procure that no Material Subsidiary shall, without the prior consent of the Trustee, create or permit to subsist any Encumbrance over all or any of its assets other than a Permitted Encumbrance or create any restriction or prohibition on Encumbrances over all or any of its assets;
- 1.5 CTIL undertakes that it shall not, and will procure that no other Material Subsidiary shall, without the prior written consent of the Trustee, sell, lease, transfer or otherwise dispose of, by one or more transactions or series of transactions (whether related or not), the whole or any part of its revenues or its assets or its business or undertakings other than Permitted Disposals;
- 1.6 CTIL undertakes that it shall not make any payment, prepayment, redemption, purchase, making of any distributions in respect of or otherwise acquire any Indebtedness for Borrowed Money in cash or in kind or discharge any Indebtedness for Borrowed Money by set-off or any right of combination of accounts other than payments under certain specified circumstances;
- 1.7 CTIL agrees to pay certain costs, charges and expenses incurred by the Trustee, any Delegate or any Receiver and to indemnify the Trustee, any Delegate or any Receiver in respect of certain specified matters;
- 1.8 the Trust Deed contains a covenant for further assurances.
2. By entering into the Deed of Undertaking, CTIL will undertake, inter alia, the following obligations under the terms of the Paying Agency Agreement:
 - 2.1 CTIL will, in the event that the Issuer fails to do so, (a) pay to the Principal Paying Agent such amount of principal and/or interest due under the Notes from the Issuer to the Principal Paying Agent (b) under certain circumstances, pay the Principal Paying Agent for the account of any Paying Agent which has made payments and was not reimbursed by the Principal Paying Agent (c) reimburse the Principal Paying Agent all reasonable expenses in connection with its services under the Paying Agency Agreement make certain reimbursements to the Agents and (d) pay all stamp, registration and other taxes and duties which are payable upon or in connection with the execution and delivery of the Paying Agency Agreement;
 - 2.2 CTIL shall also, together with the Issuer and other Guarantors, jointly and severally indemnify each Paying Agent:
 - 2.2.1 on demand against any claim, demand, action, liability, damages, cost, loss or expense (including, without limitation, legal fees and any applicable value added tax) which it incurs as a result or arising out of or in relation to any failure to pay or delay in paying any stamp, registration and other taxes and duties which are payable upon or in connection with the execution and delivery of the Paying Agency Agreement;

- 2.2.2 against any claim, demand, action, liability, damages, cost, loss or expense (including, without limitation, legal fees and any applicable value added tax) which it incurs, otherwise than by reason of its own gross negligence or wilful misconduct, default or bad faith, as a result or arising out of or in relation to its acting as the agent of the Issuer and the Guarantors in relation to the Notes.

Unless the contrary intention appears, terms used in this document shall have the same meaning as in the Trust Deed.

Auditors' report to the directors of Courtaulds Textiles Limited pursuant to section 156(4) of the Companies Act 1985:

We have examined the attached statutory declaration of the directors dated 20 June 2001 in connection with the proposal that Courtaulds Textiles Investments Limited should give financial assistance in connection with the acquisition of shares in Courtaulds Textiles Limited ("the Company") by Sara Lee Acquisition Limited. The Company is the holding company of Courtaulds Textiles Investments Limited.

Respective responsibilities of directors and auditors

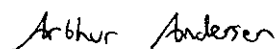
The Company's directors are responsible for the statutory declaration in accordance with applicable United Kingdom law. It is our responsibility, as established in the United Kingdom by statute, the Auditing Practices Board and our profession's ethical guidance to review the bases for the declaration, based on our enquiries into the state of the Company's affairs, and to provide a report to the directors.

Basis of opinion

We have enquired into the state of the Company's affairs so far as necessary for us to review the bases of 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.



Arthur Andersen
Chartered Accountants

Four Brindleyplace
Birmingham
B1 2HZ

20 June 2001