

Declaration by the directors of a holding company in relation to assistance for the acquisition of shares



Piease 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)

| Company number | |
|----------------|---|
| 2453150 | _ |

For official use

Name of company

| Note Please read the notes | * Courtaulds Textiles Limited (the "Company") | | | | | | |
|---|---|--|--|--|--|--|--|
| on page 3 before completing this form. | | | | | | | |
| * insert full name | David Hall of 32 Rufford Avenue, Beeston, Nottingham, NG9 3JH, England, together with | | | | | | |
| of company | Hugh B Buffy of Highwood, Woodland Drive, East Horsley, Leatherhead, KT24 5AN, | | | | | | |
| insert name(s) and address(es) of all the directors | England, Donald S Malvenan of 8 Paddocks View, Long Eaton, Nottingham, NG10 3QF, | | | | | | |
| | England, David R. Billcoat of The Manor, Heath Lane, Carlton Scroop, Grantham, | | | | | | |
| | Lincolnshire, NG32 3AS, England 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, | | | | | | |
| † delete as appropriate | [three-state-sticector] [all the directors]† of the above company (hereinafter called 'this company') do solemnly and sincerely declare that: | | | | | | |
| § delete whichever | The business of this company is: | | | | | | |
| is inappropriate | (a):xthat:xof:xax[racogoised:cbank]:{licansed:xiostitution}:tc:xxitbin:xtha:xxxaaning:xof:xtbe::Banking:xAct:xt079\$ | | | | | | |
| | (b)xthatxxivaxaepersonvauthorisedxondexsectionx3carx4xafxtheclosoransex3carpaniesx4ctx1982xtaxoarryxxm | | | | | | |
| | insurance dausiness zinut rechtnitecht Singdom § | | | | | | |
| | (c) something other than the above§ | | | | | | |
| | This company is [the] [a] holding company of* Claremont Garments (Holdings) Limited | | | | | | |
| | which is | | | | | | |
| | proposing to give financial assistance in connection with the acquisition of shares in [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

2/849869

For official Use Doet room General Section

COMPANIES HOUSE

02/02/01

| The assistance is for the purpose of **** The assistance is for the purpose of *********************************** | Please do not write in this margin | | | |
|---|--|--|--|--|
| 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 SC1 4AV and company no. 1558575) (the | | | | |
| "Issuer") | | | | |
| The assistance will take the form of: | | | | |
| See Schedule 1 | | | | |
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| The person who [has acquired] [will acquire] the shares is: Sara Lee Acquisition Limited (registered office 225 Bath Road, Slough, | † delete as appropriate | | | |
| Berkshire SL1 4AV and company no. 3902196) | | | | |
| | | | | |
| The principal terms on which the assistance will be given are: | | | | |
| See Schedule 2 | | | | |
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| The amount (if any) by which the net assets of the company which is giving the assistance will be reduced by giving it is $_{\rm Nil}$ | | | | |
| 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 \mathfrak{L}^{Nil} | Page 2 | | | |
| The value of any asset to be transferred to the person assisted is 2 | i age a | | | |

Please do not write in this margin

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

delete either (a) or (b) as appropriate

1/20/24 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/Wechave 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)

And I/wwe 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 Slove Service

Declarants to sign below

| | Day | Month | Year | | |
|----|-----|-------|------|--|--|
| on | 311 | 0 1 | 200/ | | |
| | _ | | | | |

before me

A Commissioner for Saths of Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths. A & NOTARY PUBLIC COR ROAD

CHIRE SL1 2EB

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

Financial Assistance Declaration 155(6)b

This is the document referred to in the Statutory Declaration dated 3l/ol/2001.

SCHEDULE 1

Form of Financial Assistance

NOTARY PUBLIC

MIRE SL1 2EB

The financial assistance will take the form of:

A. the execution, delivery and performance by Claremont Garments (Holdings) Limited ("CGHL") of:

- 1. An Accession Memorandum under which CGHL 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 pursuant to which CGHL 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.

London-2/850628/01 S1345/01150

Financial Assistance Declaration 155(6)b

This is the document referred to in the Statutory Declaration dated 3i/oi/2001.

/2/00/0A

SCHEDULE 2

Principal Terms of Financial Assistance

The principal terms on which the financial assistance by Claremont Garments (Holdings) Limited ("CGHL") will be given are as follows:

- 1. By entering into the Accession Memorandum, CGHL will undertake, inter alia, the following obligations under the terms of the Trust Deed:
- 1.1 CGHL 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, CGHL 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 CGHL 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, CGHL 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 CGHL 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 CGHL 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 CGHL 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 CGHL 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, CGHL will undertake, inter alia, the following obligations under the terms of the Paying Agency Agreement:
- 2.1 CGHL 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 CGHL 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.



Declaration by the directors of a holding company in relation to assistance for the acquisition of shares



Please do not write in this margin

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

Please complete legibly, preferably To the Registrar of Companies (Address overleaf - Note 5)

Name of company

| Company number | |
|----------------|--|
| 2453150 | |

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

* Courtaulds Textiles Limited (the "Company")

1/1000 g Hugh B Duffy of Highwood, Woodland Drive, East Horsley, Leatherhead, KT24 5AN, England together with Howard Rubenstein of 25 Meadow Drive, Hendon, London, NW4 1SD, England, David Hall of 32 Rufford Avenue, Beeston, Nottingham, NG9 3JH, England, David R Hillcoat of The Manor, Heath Lane, Carlton Scroop, Grantham, Lincolnshire, NG32 3AS, England and Donald S Malvenan of 8 Paddocks View, Long Eaton, Nottingham, NG10 3QF, 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,

For official use

t delete as appropriate

[thex salex director] [all the directors] tof the above company (hereinafter called 'this company') do solemnly and sincerely declare that:

§ delete whichever is inappropriate

The business of this company is:

(e): what cot xax [rasogniced chank]. [Sic anseck cincitiution] it xwithin che xmeaning xot xbec; Banking x6t xi679 (b)>thatcofcarperson>authorisedconder>section>8cor>dcoft/theclosurance>Companies<Act>1982>to>oars/com insurancedausiness xirxther. United & Kinodom §

(c) something other than the above §

This company is [the] [3] holding company of* Claremont Garments (Holdings) Limited which is proposing to give financial assistance in connection with the acquisition of shares in [this company] [the droiding company of this soompany.]†

For official Use

General Section

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

Clifford Chance 200 Aldersgate Street London EC1A 4JJ

DX No 606 LONDON Ref: DD/S1345/01150

2/849886

Page 1

Post room

| The assistance is for the purpose of ইমেকেইক্টেকিটা [reducing or discharging a liability incurred for the | Please do not write in this margin | | | |
|---|--|--|--|--|
| purpose of that acquisition].† (note 1) 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 4AV and company no. 1558575) (the | | | | |
| "Issuer") | | | | |
| The assistance will take the form of: | | | | |
| See Schedule 1 | | | | |
| | | | | |
| | | | | |
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| | | | | |
| The person who [has acquired] [willbacquire] the shares is: Sara Lee Acquisition Limited (registered office 225 Bath Road, Slough, | t delete as appropriate | | | |
| Berkshire SL1 4AV and company no. 3902196) | | | | |
| The principal terms on which the assistance will be given are: See Schedule 2 | | | | |
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| | | | | |
| | | | | |
| The amount (if any) by which the net assets of the company which is giving the assistance will be reduced by giving it is | | | | |
| 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 | Page 2 | | | |

Please do not write in this margin 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

 delete either (a) or (b) as appropriate I/XV 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/\decenver 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)
- (b) #ltcisciotendeck#accommencecthecominidinges@xafcthisccompanyxwithinxt@xmanthsxafcthatxdadexand#/www.

 *havexfarmedc#haccopinionctbetxthisxacompanyxwithdecablactacpayxitscdebtscincfullwwithinxt@xmanthscofdhec

 commencementxafctbecwindingsapx] (note 3)

And I/www 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 210 Mansfeld fel.
Sutton in Asheld Notts

Declarants to sign below

Day Month Year on 3 / 0 / 200/

before me

MANN ISTO

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 EHI 2EB

Financial Assistance Declaration 1300,
This is the document referred to in the Statutory Declaration dated 31 JANUARY 2001.

SCHEDULE 1

Form of Financial Assistance

The financial assistance will take the form of:

A. the execution, delivery and performance by Claremont Garments (Holdings) Limited ("CGHL") of:

- An Accession Memorandum under which CGHL will undertake to perform all the 1. 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 pursuant to which CGHL 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.

London-2/850628/01 S1345/01150

Financial Assistance Declaration 155(6)b

This is the document referred to in the Statutory Declaration dated 31 SARWARY 2001.

SCHEDULE 2

Principal Terms of Financial Assistance

The principal terms on which the financial assistance by Claremont Garments (Holdings) Limited ("CGHL") will be given are as follows:

- 1. By entering into the Accession Memorandum, CGHL will undertake, inter alia, the following obligations under the terms of the Trust Deed:
- CGHL jointly and severally with the other Guarantors, unconditionally and irrevocably 1.1 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, CGHL 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;
- CGHL agrees, as an independent primary obligation, jointly and severally with the 1.2 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, CGHL 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 CGHL 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;
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- 1.6 CGHL 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 CGHL 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, CGHL will undertake, inter alia, the following obligations under the terms of the Paying Agency Agreement:
- 2.1 CGHL 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 CGHL 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.



Declaration by the directors of a holding company in relation to assistance for the acquisition of shares



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

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

For official use Company number 2453150

| bold block lettering | Name of company |
|--|--|
| Note Please read the notes on page 3 before completing this form. | * Courtaulds Textiles Limited (the "Company") |
| * insert full name of company | /xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx |
| # insert name(s) and address(es) of all the directors | Hugh B Duffy of Highwood, Woodland Drive, East Horsley, Leatherhead, KT24 5AN, England, Donald S Malvenan of 8 Paddocks View, Long Eaton, Nottingham, NG10 3QF, England, David R Hillcoat of The Manor, Heath Lane, Carlton Scroop, Grantham, |
| | Lincolnshire, NG32 3AS, England and David Hall of 32 Rufford Avenue, Beeston, |
| | Nottingham, NG9 3JH, 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, |
| t delete as appropriate | [threx salex site actor] [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: |
| is iliappi opi iate | (e) athatoofxaxiraacquised chantely like resection in the indicates and a contract of the cont |
| | (b) xthat x of x a person x authorised x and expection 2 x a x x x x x x x x x x x x x x x x x |
| | (c) something other than the above§ |
| | This company is [the] [3] holding company of* Claremont Garments (Holdings) Limited |
| | proposing to give financial assistance in connection with the acquisition of shares in [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 2/849863

For official Use General Section

Post room

| The assistance is for the purpose of {**Paraseparation} [reducing or discharging a liability incurred for the purpose of that acquisition].† (note 1) | Please do not write in this margin |
|---|--|
| The number and class of the shares acquired or to be acquired is: 103,767,639 ordinary shares | Please complete legibly, preferab in black type, or bold block lettering |
| The assistance is to be given to: (note 2) Sara Lee UK Holdings plc (registered office | |
| 225 Bath Road, Slough, Berkshire SC1 4AV and company no. 1558575) (the | |
| "Issuer") | |
| The assistance will take the form of: | |
| See Schedule 1 | |
| | |
| | |
| | |
| | |
| | |
| The person who [has acquired] [willbacquire] the shares is: Sara Lee Acquisition Limited (registered office 225 Bath Road, Slough, | † delete as appropriate |
| Berkshire SL1 4AV and company no. 3902196) | |
| The principal terms on which the assistance will be given are: | |
| See Schedule 2 | |
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| | |
| The amount (if any) by which the net assets of the company which is giving the assistance will be reduced by giving it isNil | |
| | |
| 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 | Page 2 |

Please do not write in this margin

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

delete either (a) or (b) as appropriate

1/30/fex 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/3Mex 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)

And I/wae make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

BERKSHIRE SL1 2EB

Declared at Slove Declarants to sign below

Day Month Year

on 3 1 0 1 2 0 0 1

before me

A Commissioner for Oaths or Notary Public or Justice of TORS NOTARY PUBLIC

A Commissioner for Oaths or Notary Public or Justice of TORS NOTARY PUBLIC

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A Commissioner for Oaths or Notary Public or Justice of TORS NOTARY PUBLIC OR NOTARY PUBLIC

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.

a Commissioner for Oaths.

the Peace a Solicitor having the powers conferred on Solicitor

- 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 FH1 2EB

Financial Assistance Declaration 155(6)b

This is the document referred to in the Statutory Declaration dated 31/o1/2001

SCHEDULE 1

Form of Financial Assistance

KSIJIBE SL1 2EB

The financial assistance will take the form of:

A. the execution, delivery and performance by Claremont Garments (Holdings) Limited ("CGHL") of:

- 1. An Accession Memorandum under which CGHL 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 pursuant to which CGHL 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.

London-2/850628/01 S1345/01150

Financial Assistance Declaration 155(6)b

This is the document referred to in the Statutory Declaration dated $3\ell/6\ell/2001$.

SCHEDULE 2

Principal Terms of Financial Assistance

DOR ROAD

SHIRE SL1 2EB

The principal terms on which the financial assistance by Claremont Garments (Holdings) Limited ("CGHL") will be given are as follows:

- 1. By entering into the Accession Memorandum, CGHL will undertake, inter alia, the following obligations under the terms of the Trust Deed:
- 1.1 CGHL 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, CGHL 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 CGHL 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, CGHL 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 CGHL 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 CGHL 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 CGHL 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 CGHL 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, CGHL will undertake, inter alia, the following obligations under the terms of the Paying Agency Agreement:
- 2.1 CGHL 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 CGHL 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.



Declaration by the directors of a holding company in relation to assistance for the acquisition of shares



Please do not write in this margin

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

Please complete legibly, preferably To the Registrar of Companies (Address overleaf - Note 5)

Name of company

| Fo | or · | off | ici | al | us | e | Company number | |
|----|------|-----|-----|----|----|---|----------------|--|
| Γ | _ | Ī | _ | Ĭ | _ | į | 2453150 | |
| _ | _ | - | _ | _ | _ | _ | | |

in black type, or **bold block lettering**

Note

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

- * insert full name of company
- f insert name(s) and address(es) of all the directors

Courtaulds Textiles Limited (the "Company")

1/XXX Donald S Malvenan of 8 Paddocks View, Long Eaton, Nottingham, NG10 3QF, England together with Howard Rubenstein of 25 Meadow Drive, Hendon, London, NW4 1SD, England, David Hall of 32 Rufford Avenue, Beeston, Nottingham, NG9 3JH, England, David R Hillcoat of The Manor, Heath Lane, Carlton Scroop, Grantham, Lincolnshire, NG32 3AS, England and Hugh B Duffy of Highwood, Woodland Drive, East Horsley, Leatherhead, KT24 5AN, England who are making a declaration of the date hereof which together with this declaration is the statutory declaration required by Section 155(6) of the Companies Act 1985

t delete as appropriate

[thex:salex:director] [all the directors] to f the above company (hereinafter called 'this company') do solemnly and sincerely declare that:

§ delete whichever is inappropriate

The business of this company is:

\$267x3x1yabad-bankirdocganxaxlirangeraxitorionidicawithin-thexanearing-abct-abc-BankirgxAct-xi029 (b)>dbatcofearpersonauthorisedrondersection-8core4rofetherlosenasex3corpaniesc4ct4982-toxocarpson insurance/businessxirxthexbhited: Kingdom§

(c) something other than the above §

This company is [the] [a] holding company of* Claremont Garments (Holdings) Limited which is proposing to give financial assistance in connection with the acquisition of shares in [this company] [the shotding company soft this someony.] t

For official Use

General Section

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

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

2/849891

| Post room | |
|-----------|--|
| | |

| The assistance is for the purpose of ধানামেত্রতথাসাধালা [reducing or discharging a liability incurred for the purpose of that acquisition].† (note 1) | Please do not write in this margin | | | |
|--|--|--|--|--|
| 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 4AV and company no. 1558575) (the | | | | |
| "Issuer") | | | | |
| The assistance will take the form of: | | | | |
| See Schedule 1 | | | | |
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| <u></u> | | | | |
| | | | | |
| The person who [has acquired] [willtacquires] the shares is: | † delete as appropriate | | | |
| Sara Lee Acquisition Limited (registered office 225 Bath Road, Slough, Berkshire SL1 4AV and company no. 3902196) | | | | |
| | | | | |
| The principal terms on which the assistance will be given are: | | | | |
| See Schedule 2 | | | | |
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| The amount (if any) by which the net assets of the company which is giving the assistance will be reduced by giving it isNil | | | | |
| 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 | Page 2 | | | |
| THE THEFT IS MADE IN THE NAME OF THE PROPERTY METERS IN THE PROPERTY OF THE PR | | | | |

Please do not write in this margin 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

delete either (a) or (b) as appropriate

1/34/4ax 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/XVex 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)
- (d) awake lanar satatak and the controlled and the

And I/www 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 Hayda Road X

Declarants to sign below

on 31 01 40101

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

before me

- 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

Financial Assistance Declaration 155(6)b

X

This is the document referred to in the Statutory Declaration dated 31 JANNAY 2001.

SCHEDULE 1

Form of Financial Assistance

The financial assistance will take the form of:

A. the execution, delivery and performance by Claremont Garments (Holdings) Limited ("CGHL") of:

- 1. An Accession Memorandum under which CGHL 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 pursuant to which CGHL 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.

London-2/850628/01 S1345/01150

Financial Assistance Declaration 155(6)b

This is the document referred to in the Statutory Declaration dated 31 5 Annual 2001.

SCHEDULE 2

Principal Terms of Financial Assistance

The principal terms on which the financial assistance by Claremont Garments (Holdings) Limited ("CGHL") will be given are as follows:

- 1. By entering into the Accession Memorandum, CGHL will undertake, inter alia, the following obligations under the terms of the Trust Deed:
- 1.1 CGHL 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, CGHL 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 CGHL 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, CGHL 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 CGHL 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 CGHL 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 CGHL 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 CGHL 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, CGHL will undertake, inter alia, the following obligations under the terms of the Paying Agency Agreement:
- 2.1 CGHL 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 CGHL 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.



Declaration by the directors of a holding company in relation to assistance for the acquisition of shares



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 | | |
|------------------|----------------|--|--|
| | 2453150 | | |

Name of company

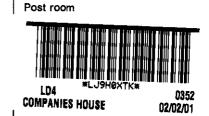
| Note Please read the notes on page 3 before completing this form. | * Courtaulds Textiles Limited (the "Company") |
|--|--|
| insert full name of company | 1/3000000000000000000000000000000000000 |
| insert name(s) and address(es) of all the directors | England, Donald S Malvenan of 8 Paddocks View, Long Eaton, Nottingham, NG10 3QF, |
| | England, David R Hillcoat of The Manor, Heath Lane, Carlton Scroop, Grantham, Lincolnshire, NG32 3AS, England 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, |
| t delete as appropriate | [thexaglexalization] [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: |
| | $\label{thm:constraint} \begin{picture}(a) \put(a) \put(a$ |
| | (b) what cofor person authorised condecsection 20 on 24 of the characters 20 mpanies a 4ct x 1982 have any con |
| | insurance: business: xin: the: xloited: Xingdom § |
| | (c) something other than the above§ |
| | This company is [the] [x] holding company of* Courtaulds Textiles (Holdings) Limited which is |
| | proposing to give financial assistance in connection with the acquisition of shares in [this company] [|
| | the shotding coropany of this soom pary.]† |

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

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

2/849246

For official Use General Section



| The assistance is for the purpose of the purpose of the grant purpose of | Please do not write in this |
|--|--------------------------------|
| purpose of that acquisition].† (note 1) | margin |
| 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 SC1 4AV and company no. 1558575) (the | |
| "Issuer") | |
| | |
| | |
| The assistance will take the form of: | |
| The person who [has acquired] [withacquired] the shares is: Sara Lee Acquisition Limited (registered office 225 Bath Road, Slough, Berkshire SL1 4AV and company no. 3902196) The principal terms on which the assistance will be given are: | † delete as appropriate |
| 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 | Page 2 |

Please do not write in this margin 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

 delete either (a) or (b) as appropriate

1/300 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/1/4/ex 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)
- (b) \$\pi\text{this contended characteristic contended and this contended are the contended and the con

And I/www make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Day Month Year

on 3 1 0 1 2 0 0 1

before me

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

Declarants to sign below

Janua SHIRE SL1 2EB

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

Financial Assistance Declaration 155(6)b

This is the document referred to in the Statutory Declaration dated

2001.

SCHEDULE 1

AOTARY PUBLIC ON ROAD

Form of Financial Assistance

HIRE SL1 2EB

The financial assistance will take the form of:

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

- 1. An Accession Memorandum under which CTHL will undertake to perform all the obligations expressed to be undertaken under the Trust Deed by a Guarantor and Share Chargor 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 and Share Chargor;
- 2. A Deed of Undertaking pursuant to which CTHL 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.

London-2/850614/01 S1345/01150

Financial Assistance Declaration 155(6)b

This is the document referred to in the Statutory Declaration dated

/ 2001.

SCHEDULE 2

Principal Terms of Financial Assistance

5 3675 SL1 2EB

OR ROAD

STARY PUBLIC

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

- 1. By entering into the Accession Memorandum, CTHL will undertake, inter alia, the following obligations under the terms of the Trust Deed:
- 1.1 CTHL 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, CTHL 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 CTHL 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, CTHL 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 CTHL charges its shareholdings in Claremont Garments (Holdings) Limited (the "CTHL's Share Portion") together with the Related Assets pertaining thereto, with full title guarantee and by way of first fixed charge, in favour of the Trustee as trustee for the Secured Parties for the payment and discharge of all the amounts which it covenants to pay to the Trustee under the Trust Deed and under each of the other Transaction Documents whether actually or contingently, jointly or severally, and whether due, owing or incurred and whether to the Trustee on its own behalf or as trustee for the Secured Parties;
- 1.5 CTHL agrees that except with the Trustee's prior written consent, it shall not:
 - assign or dispose of all or any part of the Charged Portfolio; or
 - 1.5.2 create, grant or permit to exist (i) any security interest over or (ii) any restriction on the ability to transfer or realise, all or any part of CTHL's Share Portion and the Related Assets pertaining thereto;
- 1.6 CTHL 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;
- 1.7 CTHL 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;
- 1.8 CTHL 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;
- 1.9 CTHL 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;
- 1.10 the Trust Deed contains a covenant for further assurances.
- 2. By entering into the Deed of Undertaking, CTHL will undertake, inter alia, the following obligations under the terms of the Paying Agency Agreement:
- 2.1 CTHL 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 CTHL shall also, together with the Issuer and other Guarantors, jointly and severally indemnify each Paying Agent:

4

- 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.



Declaration by the directors of a holding company in relation to assistance for the acquisition of shares



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

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

For official use Company number

2453150

| old block lettering | Name of company |
|--|--|
| ote lease read the notes n page 3 before ompleting this form. | * Courtaulds Textiles Limited (the "Company") |
| insert full name of company | Howard Rubenstein of 25 Meadow Drive, Hendon, London, NW4 1SD, England together with Hugh B Duffy of Highwood, Woodland Drive, East Horsley, Leatherhead, KT24 5AN, |
| insert name(s) and address(es) of all the directors | England, Donald S Malvenan of 8 Paddocks View, Long Eaton, Nottingham, NG10 3QF, England, David R Hillcoat of The Manor, Heath Lane, Carlton Scroop, Grantham, |
| | Lincolnshire, NG32 3AS, England and David Hall of 32 Rufford Avenue, Beeston, |
| | Nottingham, NG9 3JH, 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. |
| delete as appropriate | [thex scales stimes thor] [all the directors] to of the above company (hereinafter called 'this company') do solemnly and sincerely declare that: |
| delete whichever is inappropriate | The business of this company is: |
| | ${\tt (e)} x that coordinate decimal of the constant is a substant of the constant in the constant is a substant of the constant in the constant is a substant of the constant in the constant is a substant in the constant in the constant is a substant in the constant in the constant is a substant in the constant in the$ |
| | (b) xith at cofcar person vauthorise drander csection c 3 convex for the closure as 20 cmpanies c 4 ct x 1982 at a vocar y converge to the closure as 20 cmpanies c 4 ct x 1982 at a vocar y converge to the closure as 20 cmpanies c 4 ct x 1982 at a vocar y converge to the closure as 20 cmpanies c 4 ct x 1982 at a vocar y converge to the closure as 20 cmpanies c 4 ct x 1982 at a vocar y converge to the closure as 20 cmpanies c 4 ct x 1982 at a vocar y converge to the closure as 20 cmpanies c 4 ct x 1982 at a vocar y converge to the closure as 20 cmpanies c 4 ct x 1982 at a vocar y converge to the closure as 20 cmpanies c 4 ct x 1982 at a vocar y converge to the closure as 20 cmpanies c 4 ct x 1982 at a vocar y converge to the closure as 20 cmpanies c 4 ct x 1982 at a vocar y converge to the closure as 20 cmpanies c 4 ct x 1982 at a vocar y converge to the closure as 20 cmpanies c 4 ct x 1982 at a vocar y converge to the closure as 20 cmpanies c 4 ct x 1982 at a vocar y converge to the closure as 20 cmpanies c 4 ct x 1982 at a vocar y converge to the closure as 20 cmpanies c 4 ct x 1982 at a vocar y converge to the closure as 20 cmpanies c 4 ct x 1982 at a vocar y converge to the closure as 20 cmpanies c 4 ct x 1982 at a vocar y converge to the closure at 20 cmpanies c 4 ct x 1982 at a vocar y converge to the closure at 20 cmpanies c 4 ct x 1982 at a vocar y converge to the closure at 20 cmpanies c 4 ct x 1982 at a vocar y converge to the closure at 20 cmpanies c 4 ct x 1982 at a vocar y converge to the closure at 20 cmpanies c 4 ct x 1982 at a vocar y converge to the closure at 20 cmpanies c 4 ct x 1982 at a vocar y converge to the closure at 20 cmpanies c 4 ct x 1982 at a vocar y converge to the 20 cmpanies c 4 ct x 1982 at a vocar y converge to the closure at 20 cmpanies c 4 ct x 1982 at a vocar y converge to the closure at 20 cmpanies c 4 ct x 1982 at a vocar y converge to the closure at 20 cmpanies c 4 ct x 1982 at a vocar y converge to the closure at 20 cmpanies c 4 ct x 1982 at a vocar y converge to the cl |
| | insurancedusinesszirothackloitad Kingdom§ |
| | (c) something other than the above§ |
| | This company is [the] [m] holding company of*Courtaulds Textiles (Holdings) Limited |
| | which is |
| | proposing to give financial assistance in connection with the acquisition of shares |
| | in [this company] [thexholding:company:of:this:oompany:]† |

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

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

2/848335

For official Use General Section

Post room

Page 1

| The assistance is for the purpose of **** The assistance is for the purpose of that acquisition. It (note 1) | Please do not write in this margin | | |
|---|--|--|--|
| 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 SC1 4AV and company no. 1558575) (the | | | |
| "Issuer") | | | |
| The assistance will take the form of: | | | |
| See Schedule 1 | | | |
| | | | |
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| | | | |
| | | | |
| The person who [has acquired] [with acquires] the shares is: Sara Lee Acquisition Limited (registered office 225 Bath Road, Slough, | t delete as appropriate | | |
| Berkshire SL1 4AV and company no. 3902196) | | | |
| | | | |
| The principal terms on which the assistance will be given are: | | | |
| See Schedule 2 | • | | |
| j | | | |
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| L | | | |
| 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 £ Ni1 | | | |
| The value of any asset to be transferred to the person assisted is \mathfrak{L}^{Nil} | Page 2 | | |

Please do not write in this margin 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

delete either (a) or (b) as appropriate

1/30% 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/Mexhave 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)
- (b) #ltc/scinterdeck-to-commence-cthe-cwinding-signoficthis-company-cwithin-d2-months-cefcthet-calate;-and-th/mechance-formed-the-copinion-cthet-dkis-company-cwill-lise-cal-lect-ac-pay-cit-scide-bt-scinc-full-cuithin-d2-months-cof-dke-commence-central-full-commenc

And I/www make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Day Month Year

on 3/1 0/1 2/0/1

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. Declarants to sign below

O. A. LEWIS
SOUCHER NOTARY PUBLIC
ST WINDSOR ROAD
SLOUGH
BERKSHIRE SL1 2EB

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

Financial Assistance Declaration 155(6)b

This is the document referred to in the Statutory Declaration dated 31/1/1

2001.

SCHEDULE 1

Form of Financial Assistance

TOTA NOTARY PUBLIC

SLOUGH

BERKSHIRE SL1 2EB

The financial assistance will take the form of:

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

- An Accession Memorandum under which CTHL will undertake to perform all the
 obligations expressed to be undertaken under the Trust Deed by a Guarantor and Share
 Chargor 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 and Share Chargor;
- 2. A Deed of Undertaking pursuant to which CTHL 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.

London-2/850614/01 S1345/01150

Financial Assistance Declaration 155(6)b

This is the document referred to in the Statutory Declaration dated 31/1/2001.

SCHEDULE 2

Principal Terms of Financial Assistance BERKSHIRE SL1 2EB

NOTARY PUBLIC

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

- 1. By entering into the Accession Memorandum, CTHL will undertake, inter alia, the following obligations under the terms of the Trust Deed:
- 1.1 CTHL 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, CTHL 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 CTHL 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, CTHL 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 CTHL charges its shareholdings in Claremont Garments (Holdings) Limited (the "CTHL's Share Portion") together with the Related Assets pertaining thereto, with full title guarantee and by way of first fixed charge, in favour of the Trustee as trustee for the Secured Parties for the payment and discharge of all the amounts which it covenants to pay to the Trustee under the Trust Deed and under each of the other Transaction Documents whether actually or contingently, jointly or severally, and whether due, owing or incurred and whether to the Trustee on its own behalf or as trustee for the Secured Parties;
- 1.5 CTHL agrees that except with the Trustee's prior written consent, it shall not:
 - assign or dispose of all or any part of the Charged Portfolio; or
 - 1.5.2 create, grant or permit to exist (i) any security interest over or (ii) any restriction on the ability to transfer or realise, all or any part of CTHL's Share Portion and the Related Assets pertaining thereto;
- 1.6 CTHL 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;
- 1.7 CTHL 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;
- 1.8 CTHL 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;
- 1.9 CTHL 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;
- 1.10 the Trust Deed contains a covenant for further assurances.
- 2. By entering into the Deed of Undertaking, CTHL will undertake, inter alia, the following obligations under the terms of the Paying Agency Agreement:
- 2.1 CTHL 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 CTHL 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.



COMPANIES FORM No. 155(6)b

Declaration by the directors of a holding company in relation to assistance for the acquisition of shares



Please do not write in this margin

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

Please complete legibly, preferably To the Registrar of Companies (Address overleaf - Note 5)

Name of company

| official use | Company number | | |
|--------------|----------------|--|--|
| | 2453150 | | |

in black type, or bold block lettering

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

- * insert full name of company
- g insert name(s) and address(es) of all the directors

Courtaulds Textiles Limited (the "Company")

1/10 Donald S Malvenan of 8 Paddocks View, Long Eaton, Nottingham, NG10 3QF, England together with Howard Rubenstein of 25 Meadow Drive, Hendon, London, NW4 1SD, England, David Hall of 32 Rufford Avenue, Beeston, Nottingham, NG9 3JH, England, David R Hillcoat of The Manor, Heath Lane, Carlton Scroop, Grantham, Lincolnshire, NG32 3AS, England and Hugh B Duffy of Highwood, Woodland Drive, East Horsley, Leatherhead, KT24 5AN, England who are making a declaration of 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

[thex:satex:director] [all the directors] to of the above company (hereinafter called 'this company') do solemnly and sincerely declare that:

§ delete whichever is inappropriate

The business of this company is:

§2561xt2AxgoistosBcoetxtocgninasmxeatxcicitiisexthocituticaicbeenseithkalainadbbeeingcoextxaxtocstattx(a) (b) xthat cofrex sepson authorised woder section 3 corr 4x sfother insurance 3 companies cAct 4982 to xoarm con insurance dausiness xinxthexthited thingdoms

(c) something other than the above §

This company is [the] [a] holding company of* Courtaulds Textiles (Holdings) Limited which is proposing to give financial assistance in connection with the acquisition of shares in [this company] [. the thoughour party to the transport of the transport of

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

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

2/848334

For official Use General Section

Post room

ueruziu1

| The assistance is for the purpose of {**Matria capatation* [reducing or discharging a liability incurred for the | Please do not write in this |
|--|--|
| purpose of that acquisition].† (note 1) | margin |
| The number and class of the shares acquired or to be acquired is: 103,767,639 ordinary shares | Please complete legibly, preferab in black type, or bold block lettering |
| | |
| The assistance is to be given to: (note 2) Sara Lee UK Holdings plc (registered office | |
| 225 Bath Road, Slough, Berkshire SL1 4AV and company no. 1558575) (the "Issuer") | |
| TABLET / | |
| | |
| The assistance will take the form of: | |
| See Schedule 1 | |
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| | |
| | |
| | |
| | |
| | |
| The person who [has acquired] [withacquire] the shares is: | t delete as appropriate |
| Sara Lee Acquisition Limited (registered office 225 Bath Road, Slough, Berkshire SL1 4AV and company no. 3902196) | |
| Deliberate of the deliberation of the second | |
| The principal terms on which the assistance will be given are: | |
| | |
| See Schedule 2 | |
| | |
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| | |
| 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 difficulty of each to be a districted to the percent addicted to b | |
| The value of any asset to be transferred to the person assisted is £ Nil | Page 2 |

Please do not write in this margin 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 1/20/20 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)

- * delete either (a) or (b) as appropriate
- (a) [1/xx/ex 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)

And I/was 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 Hoyda Road X

Declarants to sign below

Day Month Year

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 Wates 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

Financial Assistance Declaration 155(6)b

X

This is the document referred to in the Statutory Declaration dated 31 January 2001.

SCHEDULE 1

Form of Financial Assistance

The financial assistance will take the form of:

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

- 1. An Accession Memorandum under which CTHL will undertake to perform all the obligations expressed to be undertaken under the Trust Deed by a Guarantor and Share Chargor 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 and Share Chargor;
- 2. A Deed of Undertaking pursuant to which CTHL 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.

London-2/850614/01 S1345/01150

Financial Assistance Declaration 155(6)b



This is the document referred to in the Statutory Declaration dated 31 JANUARY 2001.

SCHEDULE 2

Principal Terms of Financial Assistance

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

- 1. By entering into the Accession Memorandum, CTHL will undertake, inter alia, the following obligations under the terms of the Trust Deed:
- 1.1 CTHL 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, CTHL 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 CTHL 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, CTHL 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 CTHL charges its shareholdings in Claremont Garments (Holdings) Limited (the "CTHL's Share Portion") together with the Related Assets pertaining thereto, with full title guarantee and by way of first fixed charge, in favour of the Trustee as trustee for the Secured Parties for the payment and discharge of all the amounts which it covenants to pay to the Trustee under the Trust Deed and under each of the other Transaction Documents whether actually or contingently, jointly or severally, and whether due, owing or incurred and whether to the Trustee on its own behalf or as trustee for the Secured Parties;
- 1.5 CTHL agrees that except with the Trustee's prior written consent, it shall not:
 - 1.5.1 assign or dispose of all or any part of the Charged Portfolio; or
 - 1.5.2 create, grant or permit to exist (i) any security interest over or (ii) any restriction on the ability to transfer or realise, all or any part of CTHL's Share Portion and the Related Assets pertaining thereto;
- 1.6 CTHL 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;
- 1.7 CTHL 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;
- 1.8 CTHL 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;
- 1.9 CTHL 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;
- 1.10 the Trust Deed contains a covenant for further assurances.
- 2. By entering into the Deed of Undertaking, CTHL will undertake, inter alia, the following obligations under the terms of the Paying Agency Agreement:
- 2.1 CTHL 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 CTHL 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.



COMPANIES FORM No. 155(6)b

Declaration by the directors of a holding company in relation to assistance for the acquisition of shares



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

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

Name of company

For official use Company number 2453150

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

* Courtaulds Textiles Limited (the "Company")

1/XXX & David R Hillcoat of The Manor, Heath Lane, Carlton Scroop, Grantham, Lincolnshire, NG32 3AS, England, together with Hugh B Duffy of Highwood, Woodland Drive, East Horsley, Leatherhead, KY24 5AN, England, Howard Rubenstein of 25 Meadow Drive, Hendon, London, NW4 1SD, England, Donald S Malvenan of 8 Paddocks View, Long Eaton, Nottingham, NG10 3QF, England and David Hall of 32 Rufford Avenue, Beeston, Nottingham, NG9 3JH, 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,

t delete as appropriate

[thex sole valies of the directors] to of the above company (hereinafter called 'this company') do solemnly and sincerely declare that:

§ delete whichever is inappropriate

The business of this company is:

(e) dhate of xax branch control of the control o (b) Abakofear person authorised under section 3 car 4x of the Insurance Companies Act 4982 to acres on insurancexbusinessxinxthext/hitedt/kingdom§

(c) something other than the above §

This company is [the] [a] holding company of* Courtaulds Textiles (Holdings) Limited which is proposing to give financial assistance in connection with the acquisition of shares in [this company] [. thexholding:company:of:xhis:xoompany.]†

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

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

2/849259

For official Use General Section

CONTRACTES MUUSE

U2/02/01

| The assistance is for the purpose of that assistance is for the purpose of that assistance is for the purpose of that assistance is for the purpose of the p | Please do not write in this | | |
|--|--------------------------------|--|--|
| purpose of that acquisition].† (note 1) | margin | | |
| 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 SC1 4AV and company no. 1558575) (the | | | |
| "Issuer") | | | |
| | | | |
| The assistance will take the form of: | | | |
| See Schedule 1 | | | |
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| | | | |
| The person who [has acquired] [willbacquire] the shares is: Sara Lee Acquisition Limited (registered office 225 Bath Road, Slough, | t delete as appropriate | | |
| Berkshire SL1 4AV and company no. 3902196) | | | |
| | | | |
| The principal terms on which the assistance will be given are: | | | |
| See Schedule 2 | | | |
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| 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 $\mathfrak{L}_{\underline{}}^{\underline{}}$ | Do and O | | |
| | Page 2 | | |

Please do not write in this margin

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

delete either (a) or (b) as appropriate I/x 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/14/4ex 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)
- (b) #thiskintendedktopoommencekthekwindingesigxofkthiskkompanykwithinkt2kmenthiskofkthetkofatektananthiskofkthekwindingksipkthekwindingksipk]* (note 3)

And I/www 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 X | Declarants to sign below |
|---------------------------------|--------------------------|
| Landon | ORHUCOAD_ |
| Day Month Year | |
| on 3/10/12/0/0/1 | |
| before me Sim Will sim on Thick | AMS, SOLICITOR X |

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

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
- 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

Financial Assistance Declaration 155(6)b

This is the document referred to in the Statutory Declaration dated 31 5 2001.

SCHEDULE 1

Form of Financial Assistance

The financial assistance will take the form of:

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

- 1. An Accession Memorandum under which CTHL will undertake to perform all the obligations expressed to be undertaken under the Trust Deed by a Guarantor and Share Chargor 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 and Share Chargor;
- 2. A Deed of Undertaking pursuant to which CTHL 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.

London-2/850614/01 S1345/01150

Financial Assistance Declaration 155(6)b

This is the document referred to in the Statutory Declaration dated 31 5000 2001.

SCHEDULE 2

Principal Terms of Financial Assistance

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

- 1. By entering into the Accession Memorandum, CTHL will undertake, inter alia, the following obligations under the terms of the Trust Deed:
- 1.1 CTHL 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, CTHL 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 CTHL 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, CTHL 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 CTHL charges its shareholdings in Claremont Garments (Holdings) Limited (the "CTHL's Share Portion") together with the Related Assets pertaining thereto, with full title guarantee and by way of first fixed charge, in favour of the Trustee as trustee for the Secured Parties for the payment and discharge of all the amounts which it covenants to pay to the Trustee under the Trust Deed and under each of the other Transaction Documents whether actually or contingently, jointly or severally, and whether due, owing or incurred and whether to the Trustee on its own behalf or as trustee for the Secured Parties;
- 1.5 CTHL agrees that except with the Trustee's prior written consent, it shall not:
 - 1.5.1 assign or dispose of all or any part of the Charged Portfolio; or
 - 1.5.2 create, grant or permit to exist (i) any security interest over or (ii) any restriction on the ability to transfer or realise, all or any part of CTHL's Share Portion and the Related Assets pertaining thereto;
- 1.6 CTHL 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;
- 1.7 CTHL 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;
- 1.8 CTHL 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;
- 1.9 CTHL 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;
- 1.10 the Trust Deed contains a covenant for further assurances.
- 2. By entering into the Deed of Undertaking, CTHL will undertake, inter alia, the following obligations under the terms of the Paying Agency Agreement:
- 2.1 CTHL 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 CTHL 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;
 - 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 31 January 2001 in connection with the proposal that Courtaulds Textiles (Holdings) 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 (Holdings) 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.

Ather Adeser

Arthur Andersen
Chartered Accountants

1 Victoria Square Birmingham B1 1BD

31 January 2001



COMPANIES FORM No. 155(6)b

Declaration by the directors of a holding company in relation to assistance for the acquisition of shares



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)

Name of company

| For official use | Company number |
|------------------|----------------|
| | 2453150 |

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
- * Courtaulds Textiles Limited (the "Company")

David R Hillcoat of The Manor, Heath Lane, Carlton Scroop, Grantham, Lincolnshire,

NG32 3AS, England, together with Hugh B Duffy of Highwood, Woodland Drive, East

Horsley, Leatherhead, KY24 5AN, England, Howard Rubenstein of 25 Meadow Drive, Hendon,

London, NW4 1SD, England, Donald S Malvenan of 8 Paddocks View, Long Eaton,

Nottingham, NG10 3QF, England and David Hall of 32 Rufford Avenue, Beeston,

Nottingham, NG9 3JH, 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,

t delete as appropriate

[thexselectivestor] [all the directors] to of the above company (hereinafter called 'this company') do solemnly and sincerely declare that:

§ delete whichever is inappropriate The business of this company is:

(e) xthatcofxax (recognised chank); {licensed circlitation) dicaritation of the change and continuous and conti

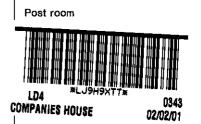
(c) something other than the above§

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

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

2/849881

For official Use General Section



Page 1

| The assistance is for the purpose of {*********************************** | Please do not write in this margin | | |
|---|--|--|--|
| purpose of that acquisition].† (note 1) 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 SC1 4AV and company no. 1558575) (the | letter ing | | |
| "Issuer") | | | |
| The assistance will take the form of: | | | |
| See Schedule 1 | | | |
| | | | |
| | | | |
| | | | |
| The person who [has acquired] [willbacquire] the shares is: | † delete as | | |
| Sara Lee Acquisition Limited (registered office 225 Bath Road, Slough, | appropriate | | |
| Berkshire SL1 4AV 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 $_{\rm Nil}$ | | | |
| 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 | Page 2 | | |

Please do not write in this margin

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

(b) as appropriate

I/34/44x 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/Mex 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)

And I/was 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 W Condint Street
London

Declarants to sign below

| | Day_ | Month | Year | | | _ |
|------|--------|-------|----------|---|-----|----------|
| on | | | | | | |
| befo | ore me | | <u> </u> | _ | لے, | <u>J</u> |

SIMON WILLIAMS SOLILITOR

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

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
- 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

Financial Assistance Declaration 155(6)b

This is the document referred to in the Statutory Declaration dated 31 50000 2001.

SCHEDULE 1

Form of Financial Assistance

The financial assistance will take the form of:

A. the execution, delivery and performance by Claremont Garments (Holdings) Limited ("CGHL") of:

- 1. An Accession Memorandum under which CGHL 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 pursuant to which CGHL 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.

London-2/850628/01 \$1345/01150

Financial Assistance Declaration 155(6)b

This is the document referred to in the Statutory Declaration dated 3 5 2001.

SCHEDULE 2

Principal Terms of Financial Assistance

The principal terms on which the financial assistance by Claremont Garments (Holdings) Limited ("CGHL") will be given are as follows:

- 1. By entering into the Accession Memorandum, CGHL will undertake, inter alia, the following obligations under the terms of the Trust Deed:
- 1.1 CGHL 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, CGHL 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 CGHL 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, CGHL 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 CGHL 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 CGHL 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 CGHL 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 CGHL 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, CGHL will undertake, inter alia, the following obligations under the terms of the Paying Agency Agreement:
- 2.1 CGHL 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 CGHL 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 31 January 2001 in connection with the proposal that Claremont Garments (Holdings) 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 Claremont Garments (Holdings) 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.

Araw Andersen

Arthur Andersen
Chartered Accountants

1 Victoria Square Birmingham B1 1BD

31 January 2001



CHFP025

COMPANIES FORM No. 155(6)b

Declaration by the directors of a holding company in relation to assistance for the acquisition of shares



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 1753996

Name of company

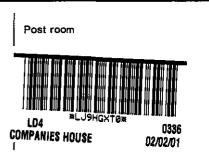
Note Courtaulds Textiles (Holdings) Limited (the "Company") Please read the notes on page 3 before completing this form. Howard Rubenstein of 25 Meadow Drive, Hendon, London, NW4 1SD, England, together with 1/3Wexø * insert full name of company Hugh B Duffy of Highwood, Woodland Drive, East Horsley, Leatherhead, KT24 5AN, insert name(s) and address(es) of all England, Donald S Malvenan of 8 Paddocks View, Long Eaton, Nottingham, NG10 30F, the directors England, David R Hillcoat of The Manor, Heath Lane, Carlton Scroop, Grantham, Lincolnshire, NG32 3AS, England and David Hall of 32 Rufford Avenue, Beeston, Nottingham, NG9 3JH, 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, t delete as [thex sightex streether] [all the directors] t of the above company (hereinafter called 'this company') do appropriate solemnly and sincerely declare that: The business of this company is: § delete whichever is inappropriate (e) what cofe as keep oping a decided a representation of the contract of the insurance/business/inxthect/hited/scingdom§ (c) something other than the above § This company is the [a] holding company of Claremont Garments (Holdings) Limited which is proposing to give financial assistance in connection with the acquisition of shares in this xoompany] [Courtaulds Textiles Limited the holding company of this company.]t

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

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

2/849961

For official Use General Section



| The assistance is for the purpose of {that assistant [reducing or discharging a liability incurred for the | Please do not write in this | | |
|--|--------------------------------|--|--|
| purpose of that acquisition].† (note 1) | margin Please complete | | |
| 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 4AV and company no. 1558575) (the | | | |
| "Issuer") | | | |
| The assistance will take the form of: | | | |
| See Schedule 1 | | | |
| The person who [has acquired] [willbacquice]† the shares is: Sara Lee Acquisition Limited (registered office 225 Bath Road, Slough, Berkshire SL1 4AV and company no. 3902196) The principal terms on which the assistance will be given are: | † delete as appropriate | | |
| 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 $\frac{Nil}{N}$ | | | |
| 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 | Page 2 | | |

Please do not write in this margin 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

.

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)

- * delete either (a) or (b) as appropriate
- (a) [1/36/exhave 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)
- (b) \$\fit\cisciptendeckstaccommencectbecomindinges\pactitisccompanycomithinxt&xmanthacafictbetxdatecands\pactitisccompanycomithinxt&xmanthacafictbetxdatecands\pactitisccompanycomithiacafictbetxdatec

And I/www make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Day Month Year

on 3 / 0 / 2 0 0 /

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. Declarants to sign below

P NOTARY PUBLIC JO ROAD

AME SL1 2EB

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 FH1 2FB

COURTAULDS TEXTILES (HOLDINGS) LIMITED

Financial Assistance Declaration 155(6)b

This is the document referred to in the Statutory Declaration dated 3//o'/2001.

SCHEDULE 1

Form of Financial Assistance

CORPOAD

S NOTABY PUBLIC

The financial assistance will take the form of:

A. the execution, delivery and performance by Claremont Garments (Holdings) Limited ("CGHL") of:

- An Accession Memorandum under which CGHL 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 pursuant to which CGHL 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.

London-2/850670/01 .../...

COURTAULDS TEXTILES (HOLDINGS) LIMITED

Financial Assistance Declaration 155(6)b

This is the document referred to in the Statutory Declaration dated 31/61/2001.

.../...

SCHEDULE 2

Principal Terms of Financial Assistance

The principal terms on which the financial assistance by Claremont Garments (Holdings) Limited ("CGHL") will be given are as follows:

- 1. By entering into the Accession Memorandum, CGHL will undertake, inter alia, the following obligations under the terms of the Trust Deed:
- CGHL jointly and severally with the other Guarantors, unconditionally and irrevocably 1.1 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, CGHL 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;
- CGHL agrees, as an independent primary obligation, jointly and severally with the 1.2 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;
- if the Issuer defaults in the payment of any sum expressed to be payable by the Issuer 1.3 under the Trust Deed or in respect of the Notes, Receipts or Coupons as and when the same shall become due and payable, CGHL 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 CGHL 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 CGHL 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 CGHL 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 CGHL 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.

1,

- 2. By entering into the Deed of Undertaking, CGHL will undertake, inter alia, the following obligations under the terms of the Paying Agency Agreement:
- 2.1 CGHL 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 CGHL 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.



COMPANIES FORM No. 155(6)b

Declaration by the directors of a holding company in relation to assistance for the acquisition of shares



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)

| r official use | Company number | |
|----------------|----------------|--|
| | 1753996 | |

Name of company

| Note Please read the notes on page 3 before | * Courtaulds Textiles (Holdings) Limited (the "Company") |
|---|---|
| completing this form. | |
| * insert full name | /XMX s_Donald S Malvenan of 8 Paddocks View, Long Eaton, Nottingham, NG10 3QF, England, |
| of company | together with Howard Rubenstein of 25 Meadow Drive, Hendon, London, NW4 1SD, England, |
| # insert name(s) and address(es) of all the directors | David R Hillcoat of The Manor, Heath Lane, Carlton Scroop, Grantham, Lincolnshire, |
| | NG32 3AS, England, David Hall of 32 Rufford Avenue, Beeston, Nottingham, NG9 3JH, |
| | England and Hugh B Duffy of Highwood, Woodland Drive, East Horsley, Leatherhead, KT24 |
| | 5AN, 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, |
| t delete as appropriate | [threx salex directors] [all the directors] to of the above company (hereinafter called 'this company') do |
| white also regge | solemnly and sincerely declare that: |
| | |
| § delete whichever | The business of this company is: |
| is inappropriate | (e)::that::of::ax/recogniced:cbank/::\licensed::institution/dowithio::the::meaning::of::the::Banking::Act::1979 |
| | (b):xtkatcofzecpersonzauthorisedcondexsections@conztrafctheclosuremes:@companiescActx1982xtoxoerrycon |
| | insurance-dausiness-vinsthackhritad-Kringdom§ |
| | (c) something other than the above§ |
| | (c) Something office that the aboves |
| | This amount is fitted (a) helding assurant of Clarement Carments (Holdings) Timited |
| | This company is the [a] holding company of Claremont Garments (Holdings) Limited |
| | which is |
| | proposing to give financial assistance in connection with the acquisition of shares |
| | in this roompany] [Courtaulds Textiles Limited |
| | the holding company of this company.]1 |
| | the fielding 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

2/849941

For official Use General Section

| 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 | | | |
|---|--|--|--|--|
| 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 4AV and company no. 1558575) (the | | | | |
| "Issuer") | | | | |
| The assistance will take the form of: | | | | |
| See Schedule 1 | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| The person who [has acquired] [withacquire] the shares is: Sara Lee Acquisition Limited (registered office 225 Bath Road, Slough, | † delete as appropriate | | | |
| Berkshire SL1 4AV 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 $\frac{Nil}{}$ | | | | |
| 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 | Page 2 | | | |

Please do not write in this margin 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 I/2Max 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)

- * delete either (a) or (b) as appropriate
- (a) [I/XMex 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)

And I/www 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 Honda Road

Declarants to sign below

Day Month Year

On 71 01 2001

before me ____\\u00e4ccvvV

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

Financial Assistance Declaration 155(6)b

This is the document referred to in the Statutory Declaration dated 31 JANUARY 2001.

SCHEDULE 1

Form of Financial Assistance

The financial assistance will take the form of:

A. the execution, delivery and performance by Claremont Garments (Holdings) Limited ("CGHL") of:

- 1. An Accession Memorandum under which CGHL 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 pursuant to which CGHL 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.

London-2/850670/01

Financial Assistance Declaration 155(6)b

This is the document referred to in the Statutory Declaration dated 31 JANUAR 2001.

SCHEDULE 2

Principal Terms of Financial Assistance

The principal terms on which the financial assistance by Claremont Garments (Holdings) Limited ("CGHL") will be given are as follows:

- 1. By entering into the Accession Memorandum, CGHL will undertake, inter alia, the following obligations under the terms of the Trust Deed:
- 1.1 CGHL 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, CGHL 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 CGHL 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, CGHL 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 CGHL 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 CGHL 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 CGHL 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 CGHL 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, CGHL will undertake, inter alia, the following obligations under the terms of the Paying Agency Agreement:
- 2.1 CGHL 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 CGHL 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.



COMPANIES FORM No. 155(6)b

Declaration by the directors of a holding company in relation to assistance for the acquisition of shares



Please do not write in this margin

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

Please complete legibly, preferably To the Registrar of Companies (Address overleaf - Note 5)

Name of company

For official use Company number 1753996

in black type, or bold block lettering

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

- * insert full name of company
- g insert name(s) and address(es) of all the directors
- Courtaulds Textiles (Holdings) Limited (the "Company")

1/3/Wex g David Hall of 32 Rufford Avenue, Beeston, Nottingham, NG9 3JH, England, together with Hugh B Duffy of Highwood, Woodland Drive, East Horsley, Leatherhead, KT24 5AN, England, Donald S Malvenan of 8 Paddocks View, Long Eaton, Nottingham, NG10 39F, England, David R Hillcoat of The Manor, Heath Lane, Carlton Scroop, Grantham, Lincolnshire, NG32 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,

t delete as appropriate

[thex salex stice to all the directors] to f the above company (hereinafter called 'this company') do solemnly and sincerely declare that:

§ delete whichever is inappropriate

The business of this company is:

(e):that::of:xaxlracogniced:charkik::licensed-institution;txxxitbin::the::meaning::of::tbe::Banking::Act::xi079\$ (b) xthat xof xax person xauthorised under section 3 con x4x of the drawn as 2 companies cach 4982 have a year insurance/business/instruction/demonstrations/

(c) something other than the above §

This company is that [a] holding company of * Claremont Garments (Holdings) Limited which is proposing to give financial assistance in connection with the acquisition of shares in {this xoompany][Courtaulds Textiles Limited the holding company of this company.]†

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

Clifford Chance 200 Aldersgate Street London EC1A 4JJ

DX No 606 LONDON Ref: DD/S1345/01150

2/849951

For official Use General Section

02/02/01

COMPANIES HOUSE

| 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 | | | |
|--|--|--|--|--|
| 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 4AV and company no. 1558575) (the | | | | |
| "Issuer") | | | | |
| The assistance will take the form of: | | | | |
| See Schedule 1 | | | | |
| | | | | |
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| | | | | |
| The person who [has acquired] [withacquire] the shares is: Sara Lee Acquisition Limited (registered office 225 Bath Road, Slough, | † delete as appropriate | | | |
| Berkshire SL1 4AV and company no. 3902196) | | | | |
| The principal terms on which the assistance will be given are: | | | | |
| See Schedule 2 | | | | |
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| The amount (if any) by which the net assets of the company which is giving the assistance will be reduced by giving it is $_{\rm Nil}$ | | | | |
| The amount of cash to be transferred to the person assisted is $\mathfrak{L}_{}$ | | | | |
| The second of the second of the person about to the second of the second | | | | |
| The value of any asset to be transferred to the person assisted is £ Nil | Page 2 | | | |

Please do not vite in this margin

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

 delete either (a) or (b) as appropriate 1/30% 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/26/ex 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)
- (b) \$\fit\ciscintendedctaccommencecthecorindingesigxafcthiscompanyxwithinx12xmanthsxafcthatxdatecandxfore \text{thiscompanyxwithinx12xmanthsxafcthatxdatecandxfore the confidence of the commence of the comme

And I/www make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

AME SL1 2EB

Declared at Sloue Declarants to sign below

Day Month Year

on 3 1 0 1 2 0 0 1

before me

A Commissioner for Qaths of Notary Public or Justice of

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.

a Commissioner for Oaths.

the Peace or a Solicitor having the powers conferred on

- 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

Financial Assistance Declaration 155(6)b

This is the document referred to in the Statutory Declaration dated 31/61/2001.

SCHEDULE 1

Form of Financial Assistance

MOTARY PUBLIC OR ROAD

MAE SL1 2EB

The financial assistance will take the form of:

A. the execution, delivery and performance by Claremont Garments (Holdings) Limited ("CGHL") of:

- An Accession Memorandum under which CGHL 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 pursuant to which CGHL 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.

London-2/850670/01 .../...

Financial Assistance Declaration 155(6)b

This is the document referred to in the Statutory Declaration dated 3t/-t/2001.

SCHEDULE 2

Principal Terms of Financial Assistance

The principal terms on which the financial assistance by Claremont Garments (Holdings) Limited ("CGHL") will be given are as follows:

- 1. By entering into the Accession Memorandum, CGHL will undertake, inter alia, the following obligations under the terms of the Trust Deed:
- 1.1 CGHL 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, CGHL 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 CGHL 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, CGHL 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 CGHL 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 CGHL 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 CGHL 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 CGHL 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, CGHL will undertake, inter alia, the following obligations under the terms of the Paying Agency Agreement:
- 2.1 CGHL 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 CGHL 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;

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.

4.1



COMPANIES FORM No. 155(6)b

Declaration by the directors of a holding company in relation to assistance for the acquisition of shares



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

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

Name of company

| For official use | Company number |
|------------------|----------------|
| | 1753996 |

bold block lettering

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

- * insert full name of company
- p insert name(s) and address(es) of all the directors

* Courtaulds Textiles (Holdings) Limited (the "Company")

1/100 g David R Hillcoat of The Manor, Heath Lane, Carlton Scroop, Grantham, Lincolnshire, NG32 3AS, England, together with Hugh B Duffy of Highwood, Woodland Drive, East Horsley, Leatherhead, KT24 5AN, England, Howard Rubenstein of 25 Meadow Drive, Hendon, London, NW4 1SD, England, Donald S Malvenan of 8 Paddocks View, Long Eaton, Nottingham, NG10 3QF, England and David Hall of 32 Rufford Avenue, Beeston, Nottingham, NG9 3JH, 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,

t delete as appropriate

[thexsalexdirector] [all the directors] to of the above company (hereinafter called 'this company') do solemnly and sincerely declare that:

§ delete whichever is inappropriate

The business of this company is:

(e): what cook axireon griced chark). (licensed cinatitution it cuid but charamaning cook the Ceaking Act cited to the control of the contro (b) xthatcofeargerson zauthorised condex section 3 condex fit the trisubance 3 companies cach 1982 to search con insurancexbusinessxiruthacthrited:Kingdom§

(c) something other than the above §

This company is [the [a] holding company of Claremont Garments (Holdings) Limited which is proposing to give financial assistance in connection with the acquisition of shares in {this xoompany] [Courtaulds Textiles Limited _ 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

2/849974

For official Use General Section

Post room

Page 1

WINEAUTE HOUSE

| The assistance is for the purpose of {that assistance is for the purpose of {that assistance is for the purpose of that assistance is for the purpose of the | Please do not write in this margin | | | |
|--|--|--|--|--|
| purpose of that acquisition] † (note 1) The number and class of the shares acquired or to be acquired is: 103,767,639 ordinary shares | | | | |
| To the state of the Care Los IIV Holdings pla (registered office | | | | |
| The assistance is to be given to: (note 2) Sara Lee UK Holdings plc (registered office 225 Bath Road, Slough, Berkshire SL1 4AV and company no. 1558575) (the | | | | |
| "Issuer") | | | | |
| The assistance will take the form of: | | | | |
| See Schedule 1 | | | | |
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| | | | | |
| | | | | |
| | | | | |
| The person who [has acquired] [withacquire] the shares is: Sara Lee Acquisition Limited (registered office 225 Bath Road, Slough, | t delete as appropriate | | | |
| Berkshire SL1 4AV and company no. 3902196) | | | | |
| | | | | |
| The principal terms on which the assistance will be given are: | | | | |
| See Schedule 2 | | | | |
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| The amount (if any) by which the net assets of the company which is giving the assistance will be reduced by giving it is | | | | |
| The amount of cash to be transferred to the person assisted is £ | | | | |
| | | | | |
| The value of any asset to be transferred to the person assisted is $\mathfrak{L}_{\underline{\hspace{1cm}}}^{\underline{\hspace{1cm}}}$ | Page 2 | | | |

Please do not write in this margip 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

 delete either (a) or (b) as appropriate I/2014 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/3Mex 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)
- (b) straightendeckstercommenceatheconicidingengacythiscompanyawithinxstrangengacythectothe

And I/www 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 6

Declarants to sign below

| | υay _ | Month | Year | |
|------|----------|-------|-------|----|
| on | 311 | 0 1 | 20001 |]< |
| befo | ore me _ | | 5~ h | |

SIMON WILLIAMS, SOLICITUR

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

NOTES

- 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

Financial Assistance Declaration 155(6)b

Λ

This is the document referred to in the Statutory Declaration dated 3(2001.

SCHEDULE 1

Form of Financial Assistance

The financial assistance will take the form of:

A. the execution, delivery and performance by Claremont Garments (Holdings) Limited ("CGHL") of:

- 1. An Accession Memorandum under which CGHL 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 pursuant to which CGHL 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.

Financial Assistance Declaration 155(6)b

X

This is the document referred to in the Statutory Declaration dated 31 5 2001.

SCHEDULE 2

Principal Terms of Financial Assistance

The principal terms on which the financial assistance by Claremont Garments (Holdings) Limited ("CGHL") will be given are as follows:

- 1. By entering into the Accession Memorandum, CGHL will undertake, inter alia, the following obligations under the terms of the Trust Deed:
- 1.1 CGHL 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, CGHL 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 CGHL 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, CGHL 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 CGHL 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 CGHL 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 CGHL 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 CGHL 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, CGHL will undertake, inter alia, the following obligations under the terms of the Paying Agency Agreement:
- 2.1 CGHL 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 CGHL 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 (Holdings) Limited pursuant to section 156(4) of the Companies Act 1985:

We have examined the attached statutory declaration of the directors dated 31 January 2001 in connection with the proposal that Claremont Garments (Holdings) Limited should give financial assistance in connection with the acquisition of shares in Courtaulds Textiles Limited, the holding company of Courtaulds Textiles (Holdings) Limited ("the Company"), by Sara Lee Acquisition Limited. The Company is a holding company of Claremont Garments (Holdings) 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.

Aron Anderson

Arthur Andersen
Chartered Accountants

1 Victoria Square Birmingham B1 1BD

31 January 2001