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**COMPANIES FORM No. 155(6)a****Declaration in relation to  
assistance for the acquisition  
of shares.****155(6)a**

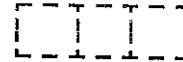
Pursuant to section 155(6) of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number



2805339

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

Name of company

\* McBride Holdings Limited 5 Lower Belgrave Street, London SW1W 0NR

\*Insert full name  
of company

x/Wet Michael Handley of Hunters Green, Manor Road, Penn, Buckinghamshire HP10 8HA

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

Terence John Monks of Brantingham, 24 Green Lane, Burnham, Buckinghamshire SL1 8DX

§Delete as  
appropriate

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

The business of the company is:

‡Delete whichever  
is inappropriate

~~(a) that of a recognised bank licensed institution § with the meaning of the Banking Act 1979~~

~~(b) that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on insurance business in the United Kingdom~~

(c) something other than the above ‡

The company is proposing to give financial assistance in connection with the acquisition of shares in the  
[company] ~~[company's holding company]~~

Limited ‡

The assistance is for the purpose of ~~[the acquisition]~~ [reducing or discharging a liability incurred for the  
purpose of that acquisition]. §

The number and class of the shares acquired or to be acquired is: 58,929,656 Ordinary shares of  
£1 each

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

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

For official use

General Section

Post room



KLO \*KFT7U00T\* 1704  
COMPANIES HOUSE 22/6/95

The assistance is to be given to: (note 2) McBride Plc ("Parent") (Company No. 2798634) whose  
registered office is at Middleton Way, Middleton, Manchester S Lower Belgrave Street  
London SW1W 0NR

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legibly, preferably  
in black type, or  
bold block  
lettering

The assistance will take the form of:

Please see attachment 1

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

\*Delete as  
appropriate

Parent

The principal terms on which assistance will be given are:

Please see attachment 2

The amount of cash to be transferred to the person assisted is £ zero

The value of any asset to be transferred to the person assisted is £ zero

The date on which the assistance is to be given is the date hereof or within eight weeks 19 \_\_\_\_\_

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

Delete either (a) or  
(b) as appropriate

I/We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

- (a) [I/We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date]† (note 3)
- (b) [~~It is intended to commence the winding up of the company within 12 months of that date, and I/We have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding up.~~]† (note 3)

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

Declared at 5 Lower Regent St  
London SW1

the 12th day of June

One thousand nine hundred and ninety-five

before me [Signature]

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

Declarants to sign below

[Signature]  
T. J. Morris  
M. Handley  
M. HANDLEY

## 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.

**MCBRIDE HOLDINGS LIMITED**  
**Company Number 2805339**

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

The execution and delivery by the Company of a guarantee (the "**New Guarantee**") to be entered into between (1) the Company and (2) SG Warburg as agent for the Banks (the "**Agent**") pursuant to which the Company would guarantee the prompt performance by the Borrowers (as defined below) of all obligations under or in connection with:-

- (1) a facilities agreement (the "**Facilities Agreement**") to be entered into by (1) the Parent and certain of its subsidiaries, including the Company, as borrowers (the "**Borrowers**") (2) SG Warburg & Co. Limited ("**SG Warburg**") as agent (3) the banks referred to therein as lenders (the "**Banks**") and (4) SG Warburg as arranger relating to:-
  - (a) a five year term loan facility in the maximum aggregate principal amount of £75,000,000; and
  - (b) a five year revolving credit facility (the "**Revolving Credit Facility**") in the maximum aggregate principal amount of £75,000,000;(together the "**New Facilities**") to be made available to the Borrowers and used:-
  - (i) to refinance senior and mezzanine facilities in the maximum aggregate principal amount of £158,000,000 made available to the Parent in connection with the acquisition (the "**Acquisition**") of the whole of the issued share capital of a number of companies incorporated in England, France, Belgium and Italy, including the Company (the "**Acquired Companies**") by the Parent, in certain cases via two intermediate holding companies incorporated in England and Wales ("**UK Co**") and France ("**France Co**") respectively to assist in funding the acquisition by the Parent of the entire issued share capital of the Company and certain assets), to on-lend to French Co to assist in funding the acquisition by French Co of the entire share capital of certain of the Acquired Companies incorporated in France, Belgium and Italy and (in the case of the revolving credit facility forming part of the senior facilities) for the working capital purposes of the Parent and its subsidiaries following the Acquisition; and
  - (ii) for the general corporate purposes of the Parent and its subsidiaries; and
- (2) the finance and security documents referred to in the Facilities Agreement as Financing Documents (together the "**Financing Documents**") and the payment of all amounts payable by the Borrowers under the Financing Documents (the "**Guaranteed Amounts**").

**MCBRIDE HOLDINGS LIMITED**  
**Company Number 2805339**

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

By executing the New Guarantee the Company will, as principal debtor and not merely as surety, unconditionally and irrevocably:

- (a) guarantee to the Agent the prompt performance by the Borrowers of all of their respective obligations under or in connection with the Financing Documents and the payment by the Borrowers on the due date of the Guaranteed Amounts in accordance with the Financing Documents;
- (b) undertake to the Agent that if and each time that any Borrower does not make payment of any amount of the Guaranteed Amounts in accordance with the Financing Documents, it shall pay the amounts not so paid in whatever currency denominated upon first written demand by the Agent; and
- (c) as a separate, additional, continuing and primary obligation, unconditionally and irrevocably undertake with the Agent that, should the Guaranteed Amounts not be recoverable from it under (a) and (b) above for any reason whatsoever (including, without limitation, by reason of any provision of the Financing Documents being or becoming void, unenforceable or otherwise invalid under any applicable law) then, notwithstanding that it may have been known to any Bank, upon first written demand by the Agent make payment of the Guaranteed Amounts by way of a full indemnity in the manner provided for in the Financing Documents and indemnify each Bank against all losses, claims, costs, charges and expenses to which it may be subject or which it may incur under or in connection with any Financing Document.

**KPMG**

PO Box 695  
8 Salisbury Square  
London EC4Y 8BB

Telephone 0171-311 1000  
Telex 8811541 KPMGLO G  
Telefax 0171-311 3311  
DX 38050 Blackfriars

To: S.G. Warburg & Co. Limited ("SG Warburg") (as agent for the Banks pursuant to a £150,000,000 term loan and revolving credit facility agreement (the "Facilities Agreement") to be entered into between (1) McBride Limited and others as borrowers (2) SG Warburg as agent for the Banks (the "Agent") (3) the Banks referred to therein and (4) SG Warburg as arranger and as security agent for the Banks pursuant to a guarantee (the "Guarantee") to be entered into between (1) McBride Holdings Limited as guarantor and (2) SG Warburg as Agent for the Banks).

12 June 1995

**Report by the Auditors of McBride Holdings Limited (the "Company") to the Agent relating to the net assets of the Company**

This report is given in connection with the proposed arrangements whereby the Company will give financial assistance for the purpose of reducing or discharging the liability incurred for the purpose of the purchase of its own shares, particulars of which are given in the statutory declaration made this day by the directors pursuant to Section 155(6) of the Companies Act 1985 (the "Act").

The purpose of this report is to assist the Banks in considering whether the proposed arrangements are permitted under Section 155(2) of the Act and it is not intended to be used, quoted or referred to for any other purpose.

We have examined the board memorandum dated the same date as this letter (a copy of which is attached and initialled for the purpose of identification) for which the Directors of the Company are solely responsible and have enquired into the state of affairs of the Company so far as necessary for us to review the bases for the Board Memorandum. Our enquiry did not constitute an audit under the provisions of Act.

We confirm that as at the close of business on 30 April 1995 the aggregate of the Company's assets as stated in its accounting records exceeded the aggregate of its liabilities as so stated.

We are not aware of anything to indicate that the opinion expressed in paragraph 2 of the Board Memorandum is unreasonable in all the circumstances.

*KPMG*

KPMG

