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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

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

* insert full name of company

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

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

For official use

Company number: 2841660

Name of company

* Miles (Chesham) Limited (the "Company")

XWe ø Douglas Charles Anthony Bramall of Warren Farm, Warren Lane, Brearton, Harrogate, North Yorkshire HG3 3AB; and John Holroyd of Arncliffe House Farm, Starbotton, Skipton, North Yorkshire BD23 5HY

† delete as appropriate

§ delete whichever is inappropriate

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

The business of the company is:

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

(c) something other than the above§

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

The assistance is for the purpose of [XXXXXXXXXXX] [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: 1 Ordinary Share of £1.00

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

McDermott Will & Emery
7 Bishopsgate
London
EC2N 3AR
223887
Ref: 56558-015 JS

For official Use
General Section

Post room

A27 *A0XQJDVO* 0813
COMPANIES HOUSE 02/09/02

The assistance is to be given to: (note 2) C D Bramall plc (no. 444795) of 12 Cardale Court, Cardale Park, Beckwith Head Road, Harrogate, North Yorkshire, HG3 1RY.

Please do not write in this margin

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

The assistance will take the form of:

The execution, delivery and performance of a composite guarantee and debenture (the "Guarantee and Debenture") by the Company in favour of The Governor and Company of the Bank of Scotland as agent and security trustee ("Security Trustee") for the Secured Parties (as defined in the Schedule attached).

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

† delete as appropriate

C D Bramall plc (no. 444795)

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

See attached Schedule.

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

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

The date on which the assistance is to be given is within 8 weeks of the date hereof

Please do not write in this margin

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

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

X/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) [X/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 X/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 X/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 7 BISHOPSGATE, LONDON

Declarants to sign below

	Day	Month	Year
on	22	08	2002

before me J. BARRY

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
37 Castle Terrace
Edinburgh
EH1 2EB

Laserform International 12/99

Form 155(6)(a) Schedule

Under the terms of the Guarantee and Debenture:

1.

1.1 The Company guarantees to the Security Trustee as agent and trustee for the Secured Parties (as defined below) that it will on demand pay to the Security Trustee in the currency in which the same falls due for payment all moneys which at the date of execution of the Guarantee and Debenture or at any time thereafter shall have become due or owing from any Group Company (as defined below) (other than itself) from time to time to any or all of the Secured Parties pursuant to the terms of all or any of the Secured Documents (as defined below).

1.2 The guarantee given pursuant to Clause 1.1 above is given subject to, and with the benefit of, the provisions set forth in Schedule 1 of the Guarantee and Debenture.

1.3 The Company covenants with the Security Trustee that it shall, to the extent that the same shall have fallen due and have not yet been paid pursuant to the terms of the Credit Agreement (as defined below), pay to the Security Trustee on demand all costs and expenses incurred by the Security Trustee in relation to the Guarantee and Debenture and all costs and expenses incurred by it in enforcing, perfecting, protecting or preserving (or attempting to do so) any of the Security Trustee's rights thereunder.

2.

2.1 The Company, with full title guarantee, as continuing security for the payment of the Secured Obligations (as defined below) thereby charges in favour of the Security Trustee (as agent and trustee for the Secured Parties):

(a) by way of legal mortgage all estates or interests in the freehold, leasehold and other immovable property described in Schedule 2 of the Guarantee and Debenture and the proceeds of sale thereof and all buildings and trade and other fixtures on any such property belonging to or charged to the Company (the **"Legally Mortgaged Property"**);

(b) by way of fixed charge all estates or interests in any freehold, leasehold and other immovable property now or at any time during the continuance of this security belonging to the Company (other than the Legally Mortgaged Property) and the proceeds of sale thereof and all buildings and trade and other fixtures from time to time on any such property belonging to or charged to the Company;

(c) by way of fixed charge all plant, machinery, vehicles, computers and office and other equipment owned by the Company both present and future;

(d) by way of a fixed charge all book debts and other debts now and from time to time due or owing to the Company (the **"Debts"**) and (subject to the provisions of Clause 7 of the Guarantee and Debenture) all moneys which the Company receives in respect thereof together with all rights relating thereto.

(e) to the extent not already charged under the Target 2 Share Charge (as defined in the Credit Agreement), by way of fixed charge all stocks, shares, debentures, bonds, notes and loan capital of:

(i) any Subsidiary (as defined in the Credit Agreement) of the Company; and

(ii) any other body corporate;

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

(f) by way of fixed charge the goodwill of the Company and its uncalled capital at the date of execution of the Guarantee and Debenture or at any time thereafter in existence;

(g) by way of fixed charge all copyrights, patents, patent applications, licences, trade marks, tradenames, know-how and inventions or other rights of every kind deriving therefrom at the date of execution of the Guarantee and Debenture or at any time thereafter belonging to the Company and all fees, royalties and other rights of every kind deriving from such copyrights, patents, trade marks, tradenames, know-how and inventions; and

(h) by way of floating charge the whole of the Company's undertaking and all its property, assets and rights, whatsoever and wheresoever, present and future, other than any property or assets from time to time or for the time being effectively mortgaged, assigned or charged to the Security Trustee by way of fixed charge by this sub-Clause (the **"Floating Charge Property"**).

In addition, the Company, with full title (and to the intent that security so constituted shall be a continuing security in favour of the Security Trustee as agent and trustee for Secured Parties) assigns with full title guarantee by way of security all of the Company's right title and interest (both present and future) in the Acquisition Agreement (as defined in the Credit Agreement).

2.2 The security constituted by or pursuant to the Guarantee and Debenture shall be in addition to and shall be independent of every bill, note, guarantee, mortgage, pledge or other security which the Security Trustee or any other Secured Party may at any time hold in respect of any of the Secured Obligations and it is declared that no prior security held by the Security Trustee or any other Secured Party over the Charged Property (as defined below) or any part thereof shall merge in the security created thereby or pursuant thereto.

2.3 The Guarantee and Debenture shall remain in full force and effect notwithstanding any amendments or variations from time to time of the Secured Documents (as defined below) and all references to the Secured Documents shall be taken as referring to the Secured Documents as amended or varied from time to time (including, without limitation, any increase in the amount of the Secured Obligations).

3.

3.1 The Company covenants that without the prior written consent of the Security Trustee it shall not nor shall it agree or purport to:

(a) create or permit to subsist any Encumbrance (other than a Permitted Encumbrance) (as such terms are defined in the Credit Agreement) whether in any such case ranking in priority to or pari passu with or after the security created by the Guarantee and Debenture, or

(b) sell, discount, factor, transfer, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or any part of its undertaking or assets except as permitted under the Credit Agreement.

3.2 The Company agrees from time to time, at the request of the Security Trustee and at the Company's cost, to execute in favour of the Security Trustee, or as it may direct, such further or other legal assignments, transfers, mortgages, charges or other documents as in any case the Security Trustee shall stipulate on the terms set out in the Guarantee and Debenture as security for the payment and discharge of the Secured Obligations.

3.3 The Company agrees immediately after the execution of the Guarantee and Debenture (or upon becoming possessed thereof at any time thereafter) to deposit with the Security Trustee all deeds, certificates and other documents constituting or evidencing title to its real property comprised within the Charged Property or any part thereof and to any of the assets and rights in accordance with paragraph 2.1 above.

Definitions

"Banks" means the banks listed in Schedule 1 of the Credit Agreement.

"Charged Property" means the property assets and income of the Company mortgaged or assigned or charged to the Security Trustee by or pursuant to the Guarantee and Debenture.

"Credit Agreement" means the Credit Agreement dated 13 June 2002 and made between (1) C D Bramall plc (the **"Parent"**), (2) the Banks, (3) The Governor and Company of the Bank of Scotland as facility agent (the **"Facility Agent"**), (4) the Security Trustee, (5) The Governor and Company of the Bank of Scotland and The Royal Bank of Scotland plc as agent for National Westminster Bank plc as working capital banks (the **"Working Capital Banks"**), and (6) The Governor and Company of the Bank of Scotland and The Royal Bank of Scotland plc as arrangers.

"Group Company" means any of the Parent and each of its Subsidiaries (as defined in the Credit Agreement) including Charles Sidney Limited and its Subsidiaries.

"Secured Documents" means all and each of the Credit Agreement, the Working Capital Facility Letters, the Interest Rate Protection Agreements, the Fees Letter and the Security Documents (each as defined in the Credit Agreement) including the Guarantee and Debenture.

"Secured Obligations" means the actual, contingent, present and/or future obligations and liabilities of the Company to any of the Secured Parties under or pursuant to all or any of the Secured Documents.

"Secured Parties" means all and each of the Security Trustee, the Facility Agent, each one of the Working Capital Banks, the Hedging Bank (as defined in the Credit Agreement) and the Banks, and **"Secured Party"** shall mean any of them.

Deloitte
& Touche

Miles (Chesham) Limited

12 Cardale Court
Beckwith Head Road
Harrogate
HG3 1RY

AUDITORS' REPORT TO THE DIRECTORS OF MILES (CHESHAM) LIMITED ("THE COMPANY") PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985

We have examined the attached statutory declaration of the Company's directors dated 22 August 2002 in connection with the proposal that the Company should give financial assistance in relation to the purchase of the whole of Brightdart Limited's ordinary shares.

Basis of opinion

We have enquired into the state of the Company's affairs in order to review the bases for the statutory declaration.

Opinion

We are not aware of anything to indicate that the opinion expressed by the Company's 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.

Deloitte & Touche
Registered Auditors
Leeds
22 August 2002