

G

COMPANIES FORM No.155(6)a

**Declaration in relation to  
assistance for the acquisition  
of shares.****155(6)a**ase do not  
ite in this  
argin

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

ase complete  
ibly, preferably  
black type, or  
d block letteringTo the Registrar of Companies  
(Address overleaf- Note 5)

For official use

Company number

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

2924220

te  
ase read the notes  
page 3 before  
ompleting this form.

Name of company

\* CRE GROUP LIMITED

insert full name  
of company

+We o ROBERT CLIFFORD YATES of 30 SLAYLEIGH LANE

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

FULWOOD, SHEFFIELD

and

JOHN BRIAN LOTT of WHITETHORNES, BRENCHLEY  
ROAD, MATFIELD, KENTdelete 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]† within the meaning of the Banking Act 1979~~(b) ~~that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on  
insurance business in the United Kingdom~~

(c) something other than the above

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 [that acquisition]~~[reducing or discharging a liability incurred for the  
purpose of that acquisition].†~~

The number and class of the shares acquired or to be acquired is: 100 ORDINARY

Presenter's name address and  
reference (if any): MSL/MDF  
DIBB LUPTON BROOMHEAD  
FOUNTAIN PRECINCT  
BALM GREEN  
SHEFFIELD  
S1 1RZ

For official Use

General Section

Post room

A09 \*A488HA2N\* 414  
COMPANIES HOUSE 28/03/95

The assistance is to be given to: (note 2) IMC GROUP HOLDINGS LIMITED

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:

SEE ATTACHED RIDER A

The person who [has acquired]~~[will acquire]~~† the shares is:  
IMC GROUP HOLDINGS LIMITED

† delete as  
appropriate

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

SEE ATTACHED RIDER B

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 24<sup>th</sup> MARCH 19 95

lease do not  
write in  
this margin  
lease complete  
legibly, preferably  
in black type, or  
old block lettering

delete either (a) or  
(b) as appropriate

4/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)4/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)~~

And4/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 Exchange House,  
Primrose Street  
London EC2  
the 24th day of MARCH  
one thousand nine hundred and NINETY FIVE

before me M. J. J.  
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

Robert Yatel  
Brian Holt

## 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  
Maindy  
Cardiff  
CF4 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies  
Companies Registration Office  
102 George Street  
Edinburgh  
EH2 3DJ

DECLARATION in relation to  
assistance for the acquisition  
of shares

---

CRE Group Limited

Rider A

The Assistance will take the form of:

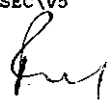
1. The Company entering into an unlimited cross-company guarantee ( the "Guarantee") to be executed by the Company in favour of National Westminster Bank plc (the "Bank") by which the Company will guarantee all of the liabilities of any kind to the Bank of:

1.1 IMC Group Holdings Limited ("Holdings"); and

1.2 International Mining Consultants Limited ("IMCL").

Such liabilities will include the liabilities of Holdings under a facility letter dated 28 February 1995, such facilities being incurred by Holdings for the purpose of the acquisition of the share capital of the Company.

2. The Company granting to the Bank a mortgage debenture and legal mortgage charging by way of legal mortgage, fixed charge and floating charges all of its present and future property assets and undertaking as security for all its liabilities of any kind (whether present or future, actual or contingent and whether incurred alone or jointly with another, including bank charges and commission) to the Bank. Such liabilities will include the Company's liabilities as guarantor under the Guarantee.



DECLARATION in relation to  
assistance for the acquisition  
of shares

---

CRE Group Limited

Rider B

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

1. Under the terms of the Guarantee:

- 1.1 the Company guarantees to discharge on demand all liabilities to the Bank of any kind (whether present or future actual or contingent and whether incurred alone or jointly with another (including interest, banking charges and commission) of each and any of IMC Group Holdings Limited and International Mining Consultants Limited (the "Debtor");
- 1.2 the Company shall not be entitled to participate in any security held by the Bank or money received by the Bank in respect of the obligations of the Debtor until such obligations have been discharged in full;
- 1.3 the Company also agrees to pay all costs and expenses (on a full indemnity basis) incurred by the Bank in connection with enforcing or exercising any power under the Guarantee.
- 1.4 the Company shall not in competition with or in priority to the Bank make any claims against the Debtor;
- 1.5 the Bank may place to the credit of a suspense account for so long as it considers desirable any money received under the Guarantee without any obligation to apply it towards discharge of the Debtor's obligations;
- 1.6 the Guarantee is in addition to any other guarantee or security present or future held by the Bank in respect of the Debtor's obligations;
- 1.7 the Guarantee shall not be released or affected by any failure of the Bank to take any security or by any other guarantee or security held by the Bank or any intended guarantee or security in respect of the Debtor's obligations being void or unenforceable or not completed or perfected;
- 1.8 the Guarantee will remain the property of the Bank;

DECLARATION in relation to  
assistance for the acquisition  
of sharesCRE Group Limited

- 1.9 the Bank shall have a lien on all property of the Company held by the Bank whether for safe custody or otherwise and the Bank may at any time without notice (both before and after demand) set off or appropriate any deposit or credit balance on any account of the Company with the Bank (whether or not such deposit or credit balance is due to the Company) in discharge of the whole or any part of the Company's liability to the Bank under the Guarantee;
- 1.10 the Bank may debit any account of the Company with any moneys then due and payable by the Company to the Bank under the Guarantee.
2. Under the terms of the mortgage debenture and legal mortgage, the Company covenants to discharge on demand all the Company's liabilities to the Bank of any kind (whether present or future, actual or contingent and whether incurred alone or jointly with another) including banking charges and commission, interest to the date of discharge and expenses and as a continuing security for such discharge and as beneficial owner charges to the Bank:
- 2.1 by way of legal mortgage the property referred to in the legal mortgage;
- 2.2 by way of specific equitable charge all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Company except the property referred to in clause 2.1 above;
- 2.3 by way of specific charge all the plant, machinery, fixtures and fittings, furniture, equipment, implements and utensils now and in the future belonging to the Company;
- 2.4 by way of specific charge all goodwill of the Company present and future;
- 2.5 by way of specific charge all stocks shares and other securities now and in the future belonging to the Company;
- 2.6 by way of specific charge all intellectual property rights now and in the future belonging to the Company;

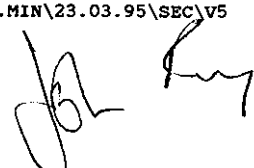


DECLARATION in relation to  
assistance for the acquisition  
of shares

---

CRE Group Limited

- 2.7 by way of specific charge all book debts and other debts now and in future owing to the Company;
- 2.8 by way of floating charge all the undertaking and all property assets and rights of the Company present and future not subject to a fixed charge under this deed.

A handwritten signature in dark ink, appearing to be 'JBL King', is located in the bottom right corner of the page.

your reference

our reference

**Auditors' report to the directors of CRE Group Limited pursuant to section 156(4) of the Companies Act 1985**

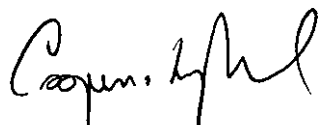
We have examined the attached statutory declaration of the directors of CRE Group Limited ('the Company') dated **24** March 1995 in connection with the proposal that the Company should give financial assistance for the purchase of 100 of the ordinary shares of the Company.

**Basis of opinion**

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

**Opinion**


We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.



**Coopers & Lybrand**  
Chartered Accountants  
Cumberland House  
35 Park Row  
NOTTINGHAM  
NG1 6FY

24 March 1995

MJH/ts/cremar18.doc

  
24th March 1995