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COMPANIES FORM No. 155(6)b

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

E
155(6)b

Please do not
write in this
margin

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

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

* insert full name
of company

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

† delete as
appropriate

§ delete whichever
is inappropriate

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

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

For official use

Company number

[] [] [] []

3092243

Name of company

* KENAL SERVICES HOLDINGS LIMITED

†/We § SEE ANNEXURE 1

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

The business of this company is:

- (a) ~~that of a recognised bank licensed institution within the meaning of the Banking Act 1979~~
(b) ~~that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on
insurance business in the United Kingdom~~
(c) something other than the above§

This company is [the] [a] holding company of* CASTLE OILS LIMITED

_____ which is
proposing to give financial assistance in connection with the acquisition of shares
in [this company] [_____

_____ the holding company of this company.]†

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

Travers Smith Braithwaite
10 Snow Hill
London
EC1A 2AL

For official Use
General Section

Post room



KLO *KU9RK48A* 2237
COMPANIES HOUSE 05/03/98

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

Please do not write in this margin

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

The number and class of the shares acquired or to be acquired is: SEE ANNEXURE 2

The assistance is to be given to: (note 2) HILLBRIDGE INVESTMENTS LIMITED (COMPANY NO. 3460361) OF 20 BLACKFRIARS LANE, LONDON WC4V 6HD

The assistance will take the form of:

SEE ANNEXURE 3

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

† delete as appropriate

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

SEE ANNEXURE 4

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

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

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

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

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

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

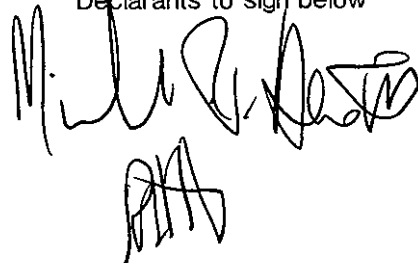
* delete either (a) or
(b) as appropriate

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

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

Declared at Travers Smith Bartholomew
10 Snow Hill, Llanelli
ECW2 2AL
the 27th day of February
one thousand nine hundred and 98

Declarants to sign below



before me Arbenn Bellghe

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
CF4 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
Companies House
37 Castle Terrace
Edinburgh
EH1 2EB

ANNEXURE 1

~~CASTLE OILS LIMITED~~
KENAL SERVICE HOLDINGS LIMITED

Roger Hewitt
Old Stocks
Valley Road
Hughenden Valley
High Wycombe
Bucks HP14 4PF

RM
MAM

Peter Meister
20 Danvon Dell
Little Gidding
Northampton
NN3 9AJ

MAM
RM
AG.

- 2 -

ANNEXURE 2

CASTLE OILS LIMITED

10,000 Ordinary Shares of 1 pence each in the share capital of Kenal Services Holdings Limited.

ANNEXURE 3

CASTLE OILS LIMITED (the "Company")

The assistance will take the form of the execution, delivery and performance by the Company of:-

1. A composite guarantee in favour of the Bank pursuant to which the Company guarantees payment to the Bank of all liabilities of the Charging Group Companies under a credit agreement dated on or about the date of this Declaration between Hillbridge Investments Limited as Borrower and National Westminster Bank plc as the Bank (the "Credit Agreement") (the "Guarantee").
2. A legal mortgage to be entered into between the Company and the Bank pursuant to which the Company with full title guarantee charges the freehold properties known as land and premises at Valley Works, Chemical Lane, Newcastle-under-Lyme and land and premises to the east of Chemical Lane, Newcastle-under-Lyme, and registered at HM Land Registry with title numbers SF8486 and SF270121 respectively ("the Legal Mortgage").
3. A composite guarantee and debenture to be entered into between the Obligors (including the Company) and NatWest Ventures (Nominees) Limited as Security Trustee for itself and the holders from time to time of notes constituted under the Instrument (the "Security Trustee") pursuant to which the Obligors with full title guarantee grant second priority fixed and floating charges over all of their properties assets and undertakings as security for the payment and discharge of all monies, obligations and liabilities due and owing by each Obligor to the Security Trustee under an Instrument dated with the date of this Declaration executed by Hillbridge Investments Limited constituting £2,250,000 7.0% secured loan notes 2003 - 2005 (the "Instrument"). The Obligors (including the Company) also guarantee payment to the Security Trustee repayment of the liabilities of the Obligors under the Loan Note. (the "Composite Guarantee and Debenture").

ANNEXURE 4

CASTLE OILS LIMITED (the "Company")

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

1. Under the terms of the Guarantee:

- 1.1 the Company guarantees payment to the Bank on demand of all liabilities (in whichever currency) of each and any of the Charging Group Companies to the Bank howsoever arising whether present future actual and/or contingent and whether incurred solely severally and/or jointly and as principal or surety and all legal and other costs and expenses (on a full indemnity basis) howsoever incurred by the Bank in connection therewith together with all interest (whether before or after judgment) and all of the Bank's costs and expenses;
- 1.2 the Bank may without giving notice to or obtaining the consent of the Company and without affecting the Company's liability under the Guarantee renew, vary or determine any accommodation given to any of the Charging Group Companies hold over renew modify or release any security or guarantee held from any of the Charging Group Companies and grant time or indulgence to or compound with any Charging Group Company;
- 1.3 the guarantee shall not be discharged nor shall the Company's liability under it be affected by anything which would not have discharged or affected the Company's liability if the Company had been a principal debtor to the Bank instead of a guarantor;
- 1.4 the guarantee is in addition to any other guarantee or security present or future held by the Bank in respect of any of the Charging Group Companies' obligations and liabilities and shall be a continuing security or shall remain in force notwithstanding any disability of the Company until determined by three month's notice in writing from the Company but notwithstanding such determination the Company shall remain liable as Guarantor for all the liabilities of any of the Charging Group Companies (whether or not due and payable at the expiration of such notice);
- 1.5 the Bank shall have a lien on all securities or other property of the Guarantor held by the Bank and the Bank shall be entitled to set off (after as well as before demand) against any credit balance on any account of the Company with the Bank and against any interest accruing thereon any liability of the Company to the Bank whatsoever (whether arising thereunder or otherwise) and if the liability or any part thereof is in a different currency from a credit balance against which the Bank seeks to set it off the Bank shall be entitled to utilise currency of the account in credit for the purchase at its spot rate of exchange of an amount in the currency of the liability and also to pay out of the credit balance any

additional sum which the Bank may be required to pay for such currency;

- 1.6 the guarantee shall not be affected by any fluctuation in or intermediate discharge of any of the Charging Group Companies' obligations and liabilities and until such liabilities have been discharged in full the Company shall not be entitled to share in any security held or money received by the Bank on account of such liabilities or to stand in the place of the Bank in respect of any security or money nor until such liabilities have been discharged in full shall the Company take any step to enforce any right or claim against any of the Charging Group Companies in respect of any moneys paid by the Company to the Bank thereunder or have or exercise any rights as surety in competition with the Bank;
- 1.7 the Guarantee shall not be discharged nor the Company's liability affected by reason of any failure of or irregularity, defect or informality in any security given by any of the Charging Group Companies nor by any legal limitation, bar, or restriction, dissolution, disability, incapacity or want of any borrowing powers of any Charging Group Company or want of authority of any person appearing to be acting for any Charging Group Company or by any supervening matters rendering the performance of the obligations of any Borrower illegal in any jurisdiction;
- 1.8 any settlement, discharge or release between the Company and the Bank shall be conditional upon no security or payment to the Bank by any Charging Group Company or any other person being avoided or reduced for any reason and the Bank shall be entitled to recover the value or amount of any such security or payment from the Company subsequently as if such settlement, discharge or release had not occurred.

2. Under the terms of the Legal Mortgage the Company with full title guarantee charges by way of legal mortgage all and every interest in or over the freehold properties known as land and premises at Valley Works, Chemical Lane, Newcastle-under-Lyme and land and premises to the east of Chemical Lane, Newcastle-under-Lyme, registered at HM Land Registry with title numbers SF8486 and SF270121 respectively and charges in equity all other interests therein (the "Mortgaged Property") and the proceeds of sale thereof and charges to the Bank all moneys to be received under any policy of insurance effected in respect of the Mortgaged Property as a continuing security to the Bank for the discharge on demand of:

- (i) all present and/or future indebtedness of the Company to the Bank on any current and/or other account with interest and bank charges; and
- (ii) all other liabilities whatsoever of the Company to the Bank present, future actual and/or contingent; and
- (iii) all costs, charges and expenses howsoever incurred by the Bank in relation to the Legal Mortgage and such indebtedness and/or liabilities on a full indemnity basis.

3. Under the terms of the Composite Guarantee and Debenture:-

- 3.1 the Company covenants to discharge on demand all monies, obligations and liabilities on the part of each Obligor to any holder from time to time of notes constituted under the Instrument to be paid, performed or discharged, whether at present or in the future and on any account whatsoever and howsoever arising and whether actual or contingent, whether alone or jointly and in whatever name, firm or style and whether as principal or surety, together with all banking, legal and other costs, charges, expenses and/or liabilities paid (the "Secured Obligations") and as a continuing security for the discharge of such obligations and liabilities with full title guarantee charges to the Security Trustee:-
- 3.1.1 by way of legal mortgage each property specified in Schedule 2 to the Composite Guarantee and Debenture which is set opposite its name;
 - 3.1.2 by way of equitable mortgage its Property, other than the property or properties specified in Schedule 2 to the Composite Guarantee and Debenture and set opposite its name;
 - 3.1.3 by way of specific charge and agrees to mortgage to the Security Trustee its Investments;
 - 3.1.4 by way of specific charge its Debts, its Intellectual Property, its Licences and all deeds and documents from time to time relating to its Charged Assets;
 - 3.1.5 by way of specific charge the goodwill (including, without limitation, all brand names) and the uncalled capital both present and future of the Company;
 - 3.1.6 by way of specific charge all the rights, title and interest of the Company in and to the Policies and to the compensation monies in relation thereto;
 - 3.1.7 by way of specific charge all the rights, title and interest of the Company in and to all chattels from time to time hired, leased or rented by the Company to any other person together, in each case, with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligation of any person under or in respect of such contract;
 - 3.1.8 by way of specific charge the benefit of any covenants for title given or entered into by any predecessor in title of the Company to its Property, all proceeds of a capital nature in relation to the disposal of its Property, the benefit of any contract for the sale, letting or other disposal of its Property and all present and future options to renew all leases or purchase all reversions (whether or not freehold) from time to time in relation to its Property;

- 3.1.9 by way of specific charge the benefit of all rights and claims of the Company against all lessees from time to time of the whole or any parts of its Property and all guarantors and sureties for the obligations of such lessees and against all persons who are under any obligation to the Company in respect of any works of design, construction, repair or replacement to, on or about its Property;
 - 3.1.10 by way of specific charge all the Company's fixed plant, machinery and equipment from time to time in or on its Property (and not comprised in its Property) and the benefit of all the Company's rights and claims against any person in respect of the design, construction, repair or replacement of the same;
 - 3.1.11 so far as permitted under the relevant document, by way of specific charge all the Company's rights, title and interest in and to all contracts, agreements or warranties affecting its Property with building contractors, architects, quantity surveyors, structural and mechanical engineers and other like professionals; and
 - 3.1.12 by way of floating charge the undertaking and all property, assets and rights of the Company, whatsoever and wheresoever, both present and future (save insofar as any of the same shall for the time being be effectively mortgaged or charged by way of specific charge under the provisions of paragraphs 3.1.1 to 3.1.12 inclusive).
- 3.2 The Company unconditionally and irrevocably guarantees to the Security Trustee the due and punctual payment, performance and discharge by each other Obligor of the Secured Obligations. If and whenever any Obligor shall default in the payment, performance or discharge of any of the Secured Obligations, the Company and each other Obligor shall, upon written demand by the Security Trustee, promptly pay, perform or discharge the Secured Obligations in respect of which such default has been made.
- 3.2.1 the Company undertakes with the Security Trustee that, should any of the Secured Obligations be or become void, voidable or unenforceable for any reason whatsoever whether known to the Security Trustee or not, it shall on demand of the Security Trustee from time to time, make payment to the Security Trustee of an amount equal to the amount that would have been payable by it but for any of the Secured Obligations being or becoming void, voidable or unenforceable;
 - 3.2.2 the obligations of the Company under the Composite Guarantee and Debenture are continuing obligations and shall remain in force until all of the Secured Obligations have been satisfied in full. The obligations of the Company and each

other Obligor under the Composite Guarantee and Debenture shall not be (or be construed so as to be) satisfied by any intermediate discharge or payment of or on account of any of the Secured Obligations or any settlement of account between the holders from time to time of notes constituted under the Instrument and any Obligor or any other person, or any other matter;

3.2.3 neither the obligations of the Company or any Obligor nor the rights and remedies of the Security Trustee under the Composite Guarantee and Debenture or any finance document or otherwise conferred by law shall be discharged, prejudiced or impaired by reason of:-

- (a) any variation of any of the Secured Obligations or of the terms or conditions of the Composite Guarantee and Debenture or any finance document or encumbrance, guarantee or other assurance held or to be held as security for the payment, performance or discharge of any of the Secured Obligations (any such encumbrance, guarantee or other assurance together referred to in this sub-paragraph as "related security");
- (b) any failure on the part of the Security Trustee (whether intentional or not) to take, perfect or realise (whether in full or in part) the security constituted or intended to be constituted by the Composite Guarantee and Debenture or any related security now or in the future agreed to be taken in respect of any of the Secured Obligations;
- (c) any incapacity or change in the constitution of any party to the Composite Guarantee and Debenture or any finance document or to any related security;
- (d) any of the Secured Obligations or any obligation of any person under any of the Composite Guarantee and Debenture or any finance document or under any related security being or becoming invalid, illegal, void or unenforceable for any reason;
- (e) any time or other indulgence given or agreed to be given to, or any composition or other arrangement made with or accepted from, any Obligor in respect of any of the Secured Obligations or any other person in respect of any of its obligations under any related security;
- (f) any waiver or release of any of the Secured

Obligations or of any obligation of any person under any related security or any failure to realise, in full, or in part, the value of, or any discharge or exchange of the security constituted or intended to be constituted by this Composite Guarantee and Debenture or any related security;

- (g) any Obligor or any other person party to this Composite Guarantee and Debenture or any finance document or any related security being wound up, going into administration or liquidation or making any composition or arrangement with its creditors (whether or not sanctioned by the Court and whether or not the Security Trustee has agreed to such compromise or arrangement) and so that where, by virtue of any compromise or arrangement, any of the Secured Obligations are transferred to any other person, the guarantee and indemnity of each Obligor contained in this Composite Guarantee and Debenture shall take effect as if the term "Obligor" included such other person; or
- (h) any other act, event or omission which, but for this provision, would or might operate to offer any legal or equitable defence for or impair or discharge any of the Secured Obligations or any obligation of any person under any related security or prejudicially affect the rights or remedies of the Security Trustee under the Composite Guarantee and Debenture or otherwise conferred by law.

3.2.4 The obligations of the Company and each Obligor under the Composite Guarantee and Debenture are additional to, and not in substitution for, any related security and the obligations assumed by the Company under the Composite Guarantee and Debenture may be enforced without first having recourse to any related security and without making or filing any claim or proof in a winding up or dissolution of any other Obligor or any other person party to the Composite Guarantee and Debenture or any other finance document or any related security or first taking any steps or proceedings against any other Obligor or any other such person.

4. Throughout this Declaration, the following words and phrases shall have the following meanings:-

Charged Assets: all of the Company's property or properties and/or other assets and, where the context so admits, each of them and any part thereof and the proceeds of the disposal of the same and all rights, title and interest in and to the same, in each such case as may now or in the future be the subject

of the security constituted or intended to be constituted by the Composite Guarantee and Debenture;

Debts: (i) all book debts, both present and future, due or owing to the Company and all other monetary debts and claims, choses in action and other rights and benefits both present and future (including, in each such case, the proceeds thereof and all damages and dividends in relation thereto) due or owing to the Company and the benefit of all related rights and remedies (including under negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing and liens) and (ii) all sums, both present and future, due or owing to the Company by way of grant, subsidy or refund by any statutory, legal or governmental body, authority or institution or by any body, authority or institution of the European Union;

Derivative Assets: all assets deriving from any of the Securities owned by the Company including all allotments, accretions, offers, rights, dividends, interest, income, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to any of the Securities and all stocks, shares, rights, money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, exchange, purchase, substitution, option, interest or otherwise in respect thereof;

Intellectual Property: all patents, patent applications, trade marks, trade names, service marks, service mark applications, registered designs, copyrights, other protectable rights and assets, know-how, trade secrets and other confidential information and all related licences and connected rights now or in the future belonging to or held by the Company or any nominee of the Company;

Investments: Securities owned by the Company and the Derivative Assets relating to such Securities;

Licences: all licences, consents and authorisations (statutory or otherwise) now or in the future held or acquired by the Company, or held by a nominee of the Company, in connection with any business carried on by the Company or the use of any of the Charged Assets of the Company;

Life Policies: the policies of life assurance in which the Company may now or hereafter have an interest;

Policies: the policies of insurance in which the Company may now or hereafter have an interest including the Life Policies in which the Company is interested;

Property: all freehold and leasehold properties and other real property both present and future of the Company including all buildings and other structures from time to time erected thereon and all fixtures (trade or otherwise) from time to time thereon or therein;

Securities: all shares, stocks, debentures, debenture stock, bonds and

securities of any kind whatsoever owned by the Company (including rights to subscribe for, convert into or otherwise acquire the same) whether marketable or otherwise, and all other interests (including loan capital) of the Company both present and future in any company, firm, consortium or entity wherever situate including those details of which appear in Schedule 3 to the Composite Guarantee and Debenture and set opposite the name of the Company.

Deloitte & Touche Corporate Finance



Corporate Finance

Colmore Gate
2 Colmore Row
Birmingham B3 2BN

Telephone: National 0121 200 2211
International + 44 121 200 2211
Fax (Gp. 3): 0121 695 5793

The Directors
Kenal Services Holdings Limited
Crompton Road
Ilkeston
Derbyshire
DE7 4BG

Auditors' Report to the Directors of Kenal Services Holdings Limited pursuant to Section 156(4) of the Companies Act 1995

We have examined the attached statutory declaration of the directors dated today in connection with the proposal that Castle Oils Limited should give financial assistance for the purchase of 10,000 of Kenal Services Holdings Limited's ordinary shares.

Basis of Opinion

We have enquired into the state of Kenal Services Holdings Limited's affairs in order to review the bases for the statutory declarations.

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.

Deloitte & Touche

Deloitte & Touche
Registered Auditors

27 February 1998



Aberdeen, Bath, Belfast, Birmingham, Bournemouth, Bracknell, Bristol, Cambridge, Cardiff, Crawley, Dartford, Edinburgh, Glasgow, Leeds, Leicester, Liverpool, London, Manchester, Milton Keynes, Newcastle upon Tyne, Nottingham, St Albans and Southampton.

A Division of Deloitte & Touche.
Principal place of business at which a list of partners' names is available:
Stonecutter Court, 1 Stonecutter Street, London EC4A 4TR.

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