

COMPANIES FORM No. 155(6)a

Declaration in relation to assistance for the acquisition of shares

155(6)a

CHFP025

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

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

Name of company

* WYG INTERNATIONAL LIMITED ("COMPANY")

* insert full name
of company

~~X~~We ø PLEASE SEE APPENDIX 1.

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

† 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

[illegible]

(c) something other than the above §

The company is proposing to give financial assistance in connection with the acquisition of shares in the

[illegible]

The assistance is for the purpose of ~~not exceeding~~ [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: PLEASE SEE APPENDIX 2.

Presenter's name address and
reference (if any) :
Eversheds LLP
Cloth Hall Court
Infirmary Street
Leeds
LS1 2JB

DX 12027 Leeds - 27
REF. SLB/1367937

For official Use
General Section

Post room

TUESDAY



A36

AE2H00E9

03/04/2007

494

COMPANIES HOUSE

The assistance is to be given to: (note 2) WHITE YOUNG GREEN PLC (COMPANY NUMBER 01869543)

Please do not
write in this
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Please complete
legibly, preferably
in black type, or
bold block
lettering

The assistance will take the form of:

PLEASE SEE APPENDIX 3.

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

† delete as
appropriate

WHITE YOUNG GREEN PLC (COMPANY NUMBER 01869543)

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

PLEASE SEE APPENDIX 4.

The amount of cash to be transferred to the person assisted is £ PLEASE SEE APPENDIX 5.

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

* 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) ~~We~~ 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) XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX (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 Hatfield's Conference
Centre Eastwood Nottingham
England.

Day Month Year

on 2 6 0 3 2 0 0 7

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.

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

Declarants to sign below

Paula
WPL BACHARACH
Kurt's Good
KT BOOK
L. Charles
COWLES
CT DAVERS

David Ford
DC Folds


CS Hewitt

Perkins
GEO LAMOND

Sgt. [Signature]
Sgt. M. C. [Signature]

Journal

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TC/POKIS
A. Meinel Laserform International 12/95

WYG INTERNATIONAL LIMITED
(CRN: 03195485)
(the "Company")

Appendix 1 to Form 155(6)a
Names and addresses of all directors

John Paul Leonard Bacharach	8 Albion Place Grantham Lincolnshire NG31 8BQ
Denis Patrick Connery	8 Hereford Road Harrogate North Yorkshire HG1 2NP
Keith John Cook	Church Clock View 178 Old Road Heage Derbyshire DE56 2BN
Lyn Cowles	8 Christchurch Terrace Thorne Road Doncaster South Yorkshire DN1 2HU
Cyril Jeffrey Davies	38 Grand Avenue Muswell Hill London N10 3BP
Andrzej Staniskaw Dziurdzik	UL. Okulickiego 5/20 Warsaw O3 - 984 Poland
David Charles Ford	56 Bretby Lane Burton on Trent Staffordshire DE15 0QW
Robert Hartley	7 Wigton Green Leeds West Yorkshire LS17 8QR
Colin Stuart Hower	The Chapel Quarry Lane Woolley Alfreton Derbyshire DE55 6FL

WYG INTERNATIONAL LIMITED
(CRN: 03195485)
(the "Company")

Gordon Nicoll Ritchie Lamond

13 Ross Avenue
Dalgety Bay
Dunfermline
Fife
KY11 9YN

Stephen John McCormick

66 Cavendish Road
Matlock
Derbyshire
DE4 3GY

Joseph Miller

47 Beechway
Penwortham
Preston
PR1 0XS

John George Purvis

4 Castle Hill Close
Pannal Ash
Harrogate
North Yorkshire
HG2 9JH

**WYG INTERNATIONAL LIMITED
(CRN: 03195485)
(the "Company")**

**Appendix 2 to Form 155(6)a
Number and class of shares acquired**

100,000 Ordinary Shares of £1.00 each.

WYG INTERNATIONAL LIMITED
(CRN: 03195485)
(the "Company")

Appendix 3 to Form 155(6)(a)

The form of the financial assistance to be given by the Company

The entering into by the Company of the documents listed and described below (or of documents referred to therein or relating thereto) as the same may be amended, increased, novated and/or replaced, varied, supplemented or substituted from time to time, which will be entered into, directly or indirectly, in connection with reducing or discharging liabilities incurred by White Young Green plc (company number: 01869543) ("**WYG**") with respect to the transfer of the whole of the issued share capital of the Company (the "**Shares**") to WYG pursuant to a sale and purchase agreement dated 25 May 2004 and made between (1) IMC Group Holdings Limited (the "**Seller**"), (2) WYG and (3) Rio Tinto Plc (as guarantor) (the "**Sale and Purchase Agreement**") (the "**Acquisition**"), namely:

- 1.1 an accession letter ("**Accession Letter**") pursuant to which the Company (among others) will accede to the terms of a facilities agreement made between WYG as Original Borrower and Original Guarantor (each as defined therein), Lloyds TSB Bank plc as Agent and Arranger (each as defined therein) and Lloyds TSB Bank plc, The Royal Bank of Scotland plc and Fortis Bank SA-NV UK Branch as Original Lenders (as defined therein) (the "**Lenders**") (the "**Facilities Agreement**") pursuant to which the Lenders have agreed to make available to WYG, and (if agreed by all of the Lenders) certain of WYG's subsidiaries, facilities comprising multi-currency term and revolving credit facilities in the maximum aggregate principal amount of £100,000,000 (the "**Facilities**") to be used for (i) general corporate purposes of WYG and its subsidiaries from time to time (the "**Group**"), (ii) the refinancing of certain existing indebtedness of the Group and (iii) making future acquisitions, and thereby will accede to the terms of the guarantee contained within clause 18 of the Facilities Agreement (the "**Guarantee**"); and
- 1.2 an inter-company funding agreement (the "**Inter-Company Loan Agreement**") to be made between WYG and (among others) the Company pursuant to which the Company and others will make available to WYG a revolving credit facility of up to the aggregate amount of (1) the total principal amount permitted to be outstanding at any time under the Facilities Agreement (being at today's date £100,000,000), (2) an amount in respect of interest under the Facilities Agreement and (3) an amount in respect of hive-up costs (the "**Facility Limit**"), in aggregate, subject to the terms therein.

WYG INTERNATIONAL LIMITED
(CRN: 03195485)
(the "Company")

Appendix 4 to Form 155(6)a

Principal terms on which financial assistance will be given by the Company

Terms defined in Appendix 3 have the same meaning in this Appendix 4.

1. By executing the Accession Letter, and thereby acceding to the Guarantee as Guarantor (as defined in the Facilities Agreement), the Company will irrevocably and unconditionally jointly and severally:
 - 1.1 guarantee to the Lenders, the Agent and the Arranger (each as defined in the Facilities Agreement) (together the **"Finance Parties"**) punctual performance by WYG of all of WYG's obligations under the Finance Documents (as defined in the Facilities Agreement);
 - 1.2 undertake with each Finance Party that whenever WYG does not pay any amount when due under or in connection with any Finance Document, that the Company shall immediately on demand pay that amount as if it was the principal obligor; and
 - 1.3 indemnify each Finance Party immediately on demand against any cost, loss or liability suffered by any Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, and the amount of the cost, loss or liability shall be equal to the amount which the Finance Parties would otherwise have been entitled to recover,(the **"Guarantee Obligations"**), and accordingly the potential liability of the Company under the Guarantee is unlimited.
2. By executing the Inter-Company Loan Agreement the Company (among others) will make available to WYG a revolving credit facility of up to the Facility Limit to be used by WYG to, inter alia, make payments when due under the Finance Documents, provided that the Company shall only be obliged to make advances if, inter alia, the aggregate of all monies standing to the credit of its bank accounts exceeds the amount of the proposed advance, the Company is solvent, and WYG has provided to the Company an inter-company funding letter whereby WYG confirms that it would support the Company financially in respect of its working capital requirements.

**WYG INTERNATIONAL LIMITED
(CRN: 03195485)
(the "Company")**

Appendix 5 to Form 155(6)a

Amount of cash to be transferred by the Company to the person assisted

Terms defined in Appendix 3 have the same meaning in this Appendix 5.

All and any advances made or to be made by (among others) the Company to WYG pursuant to the terms of the Inter-Company Loan Agreement, up to the Facility Limit.

PricewaterhouseCoopers LLP
Benson House
33 Wellington Street
Leeds LS1 4JP
Telephone +44 (0) 113 289 4000
Facsimile +44 (0) 113 289 4460

The Directors
WYG International Limited
Arndale Court
Headingley
Leeds
LS6 2UJ

26 March 2007

Dear Sirs

Report of the Independent Auditor to the directors of WYG International Limited pursuant to Section 156(4) of the Companies Act 1985

We report on the attached statutory declaration of the directors dated 26 March 2007, prepared pursuant to the Companies Act 1985, in connection with the proposal that the company should give financial assistance in connection with the reduction or discharge of liabilities incurred for the purpose of the acquisition of its own shares. This report including the opinion has been prepared for and only for the company and the company's directors in accordance with Section 156 of the Companies Act 1985 and for no other purpose. We do not, in giving the opinion set out below, accept or assume responsibility for any other purpose or to any other person to whom this report is shown or into whose hands it may come save where expressly agreed by our prior consent in writing.

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 statutory declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully

PricewaterhouseCoopers LLP

PricewaterhouseCoopers LLP
Leeds