

CHFP025

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

155(6)b

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

3541144

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

Name of company

* Britton Group Limited

* insert full name
of company

X/Weø See Appendix 1

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

† delete as appropriate

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

§ delete whichever
is inappropriate

The business of this company is:

- (a) that of a person licensed under the Insurance Companies Act 1982 to carry on insurance business in the United Kingdom
- (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 ~~not~~ [a] holding company of* Merlin Group Holdings Limited

which is

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

in ~~XXXXXXXXXX~~ Britton Group (Holdings) Limited, the ultimate holding
company of this company ~~XXXXXXXXXXXXXXXXXXXX~~ the holding company of this

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

Eversheds LLP
1 Royal Standard Place
Nottingham
NG1 6FZ
Ref:beamiss/657639
DX 10031 Nottingham

For official Use
General Section

Post room



The assistance is for the purpose of [that acquisition] ^{and/or} [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 Appendix 2

The assistance is to be given to: (note 2) Ever 2284 Limited (company number 05021852)

The assistance will take the form of:

See Appendix 3

The person who ~~has acquired~~ ^{XXXXXX} [will acquire]† the shares is:
Ever 2284 Limited

† delete as appropriate

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

See Appendix 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 £ Unknown, see Appendix 4

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

Please do not
write in this
margin

The date on which the assistance is to be given is within 8 weeks of today's date

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

☒ 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) ☒ 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)

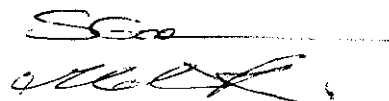
* delete either (a) or
(b) as appropriate

(b) ~~It is intended to commence the winding-up of this company within 12 months of that date, and 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 ☒ 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 1 ROYAL STANDARD PLACE
NOTTINGHAM
NG1 6FZ

Declarants to sign below



Day Month Year
on 21 05 2004

before me  PETER WARE

~~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
Companies House
37 Castle Terrace
Edinburgh
EH1 2EB

Appendix 1 to Form 155(6)(b)

Names and Addresses of all Directors of Britton Group Limited (number 3541144)

Stephen Goodman

2 Lady Acre
Bamber Bridge
Preston
Lancashire. PR5 6XN

Michael Clark

7 Church Drive
Lytham
Lancashire. FY8 5PE

Appendix 2 to Form 155(6)(b)
Number and Class of Shares to be acquired

Number	Class
52,500	"A" Ordinary Shares of £0.01 each
75,000	"B" Ordinary Shares of £0.01 each
622,500	"C" Ordinary Shares of £0.01 each
37,114,208	Deferred ordinary shares of £1.00 each



Appendix 3 to Form 155(6)(b)

The form of the financial assistance to be given by Merlin Group Holdings Limited (number 2888971) (the "Subsidiary")

Capitalised terms not otherwise defined herein shall have the same meaning ascribed to them in the Facilities Agreement.

The execution and delivery by the Subsidiary of:-

- 1.1 a composite guarantee (the "**Guarantee**") to be made by, inter alia, the Subsidiary pursuant to which the Subsidiary would, inter alia, guarantee the prompt performance by each obligor of the Guaranteed Obligations (as defined in Appendix 4 below);
- 1.2 a debenture (the "**Debenture**") to be entered into between the Subsidiary and the Bank pursuant to the terms of which the Subsidiary would, inter alia, covenant to pay and discharge the Guaranteed Obligations on the due date and create fixed and floating charges over substantially all its assets and undertaking by way of security for the same; and

in each case pursuant to:

- (i) a cashflow finance facility agreement (the "**Cashflow Finance Agreement**") entered into between Britton Packbourne Limited, Britton Polyian Limited, Britton Merlin Limited, Britton Taco Limited, Britton Decoflex Limited and Britton Gelplas Limited and The Governor and Company of the Bank of Scotland (the "**Bank**") pursuant to which facilities would be made available by the Bank,
- (ii) an asset finance facility agreement (the "**Asset Finance Agreement**") entered into between Ever 2284 Limited ("**Ever**"), Britton Group Limited, Britton Group (Holdings) Limited, Britton Precision Limited, Britton Gelplas Limited, Britton Polyian Limited, Britton Packbourne Limited, Britton Merlin Limited, Britton Taco Limited and Britton Decoflex Limited and the Bank pursuant to which facilities would be made available by the Bank,

both of which would, pursuant to the Intra Group Funding Agreement, be made available to Ever and used by Ever in financing, directly or indirectly, part of the purchase price payable to Credit Suisse First Boston Limited and others (together the "**Seller**") for the purposes of the acquisition of the shares in the Subsidiary's ultimate holding company, Britton Group (Holdings) Limited (the "**Acquisition**"),

- 1.3 a composite guarantee (the "**Investor Guarantee**") to be made by, inter alia, the Subsidiary pursuant to which the Subsidiary would, inter alia, guarantee the prompt performance by each obligor of the Investor Guaranteed Obligations (as defined in Appendix 4 below);
- 1.4 a debenture (the "**Investor Debenture**") to be entered into between the Subsidiary and LDC pursuant to which the Subsidiary would covenant to pay and discharge, inter alia, the Investor Guaranteed Obligations on the due date and create fixed and floating charges over substantially all its assets and undertaking by way of security for the same,

in each case pursuant to secured loan notes of Ever issued to Lloyds TSB Development Capital Limited ("**LDC**") pursuant to which an investment by LDC

would be made available to Ever and used by Ever in financing, directly or indirectly, part of the purchase price payable to the Seller for the purposes of the Acquisition;

- 1.5 an intra-group loan agreement to be entered into by the Subsidiary pursuant to which the Subsidiary and others would make available to Ever facilities to be used to inter alia make payments when due under the Finance Documents and the Investor Loan Notes (the “**Intra Group Funding Agreement**”);
- 1.6 an inter-creditor agreement (the “**Intercreditor Agreement**”) to be entered into by the Subsidiary and others, the Bank, the Seller and LDC pursuant to which the Subsidiary would be bound by provisions regulating the priority arrangements between the Bank, the Seller and LDC.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a cursive representation of a name.

Appendix 4 to Form 155(6)(b)

Principal terms on which Financial assistance will be given by the Subsidiary

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

1. By executing the Guarantee the Subsidiary will:
 - 1.1 guarantee as principal obligor and not merely as surety the prompt performance by each relevant obligor of all obligations to the Bank under the Cashflow Finance Agreement and the Asset Finance Agreement (the "**Finance Documents**") and the payment of all sums payable under or in connection with the Finance Documents as and when the same shall become due;
 - 1.2 undertake that it will on demand upon a default in the payment of any sum due under or in connection with the Finance Documents pay such sum, as if it was expressed to be the primary obligor, together with, inter alia, interest and expenses payable thereon; and
 - 1.3 give an indemnity to the Bank against any loss or liability suffered by it under the Finance Documents as a result of any obligation guaranteed by it being or becoming unenforceable, invalid or illegal;
(the "**Guaranteed Obligations**").
2. By executing the Debenture the Subsidiary will:
 - 2.1 as primary obligor and not merely as surety, covenant with the Bank that it will pay or discharge the Guaranteed Obligations and all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each relevant obligor to the Bank under the Finance Documents in each case together with all costs, charges and expenses incurred by the Bank in connection with the protection, preservation or enforcement of its respective rights thereunder or any other document evidencing or securing any such liabilities; and
 - 2.2 as beneficial owner, as security for the payment, discharge and performance of the same, charge in favour of the Bank substantially all its assets and undertaking by way of fixed and floating charges by way of security for the same.
3. By executing the Investor Guarantee the Subsidiary will:
 - 3.1 guarantee as principal obligor and not merely as surety the prompt performance by each relevant obligor of all obligations to LDC under the Investor Loan Notes and the payment of all sums payable under or in connection with the same as and when the same shall become due;
 - 3.2 undertake that it will on demand upon a default in the payment of any sum due under or in connection with the Investor Loan Notes pay such sum, as if it was expressed to be the primary obligor, together with, inter alia, interest and expenses payable thereon; and
 - 3.3 give an indemnity to LDC against any loss or liability suffered by it under the Investor Loan Notes as a result of any obligation guaranteed by it being or becoming unenforceable, invalid or illegal;
(the "**Investor Guaranteed Obligations**").

4. By executing the Investor Debenture the Subsidiary will:
 - 4.1 as primary obligor and not merely as surety, covenant with LDC that it will pay or discharge the Investor Guaranteed Obligations and all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each relevant obligor to LDC under the Investor Loan Notes in each case together with all costs, charges and expenses incurred by LDC in connection with the protection, preservation or enforcement of its respective rights thereunder or any other document evidencing or securing any such liabilities; and
 - 4.2 as beneficial owner, as security for the payment, discharge and performance of the same, charge in favour of LDC substantially all its assets and undertaking by way of fixed and floating charges by way of security for the same.
5. By executing the Intra-Group Loan Agreement the Subsidiary will make available to Ever and each other member of its group facilities to be used by Ever and/or any such member of its group to, inter alia, make payments when due under the Finance Documents and the Investor Loan Notes together with costs and expenses incurred by Ever in connection with the Acquisition, provided that the Subsidiary 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 and the Subsidiary is solvent.
6. By executing the Intercreditor Agreement the Subsidiary will provide undertakings and enter into obligations in respect of the regulation of priority arrangements between the Bank and LDC.



St Nicholas House
Park Row
Nottingham NG1 6FQ
United Kingdom

Tel +44 (0) 115 935 3506
Fax +44 (0) 115 935 3500
DX 728460 Nottingham 47

The Directors
Britton Group Limited
Castle Court
41 London Road
Reigate
Surrey
RH2 9RJ

21 May 2004

Dear Sirs

Auditors' report to the directors of Britton Group Limited pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors dated 21 May 2004 in connection with the proposal that Merlin Group Holdings Limited, of which this company is a holding company, should give financial assistance for the purchase of the ordinary shares of this company's holding company.

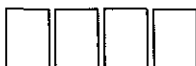
This report is made solely to the company's directors as a body in accordance with section 156(4) of the Companies Act 1985. Our work has been undertaken so that we as the company's auditors might state to the company's directors those matters we are required to state to them in a report under section 156(4) of that Act and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the company and the company's directors as a body for our work under section 156(4) of that Act or for this report.

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

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.

Yours faithfully

KPMG LLP
Registered Auditor



KPMG LLP,
KPMG LLP, a UK limited liability partnership,
is a member of KPMG International, a Swiss
cooperative

Registered in England No OC301540
Registered office:
8 Salisbury Square,
London EC4Y 8BB