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CHFP025

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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

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

For official use

Company number

[ ] [ ] [ ] [ ]

3939828

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

Name of company

\* Coppice Group Limited (the "Company")

\* insert full name  
of company

I/We ~~ø~~ See attached rider 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

~~(a) of a recognised bank licensed institution with the meaning of the Banking Act 1979~~  
~~(b) of a person authorised under section 8 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)~~ limitedly

The assistance is for the purpose of [that acquisition] ~~(reducing or discharging a liability incurred for the~~  
~~purpose of the acquisition)~~

The number and class of the shares acquired or to be acquired is: 100,000 ordinary shares  
of £1 each and 5,500,000 redeemable A ordinary shares of £1 each

Presentor's name address and  
reference (if any) :  
CMS Cameron McKenna  
Mitre House  
160 Aldersgate Street  
London EC1A4DD 20173480.02  
MQM/OX4055/01043  
35316 BARBICAN 2

For official Use  
General Section

Post room



LD3  
COMPANIES HOUSE

0469  
11/03/02

The assistance is to be given to: (note 2) MELH 888 Limited (company number: 4316677) of  
Mitre House, 160 Aldersgate Street, London EC1A 4DD

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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:

See attached rider 2

The person who ~~has acquired~~ [will acquire]<sup>†</sup> the shares is:

<sup>†</sup> delete as  
appropriate

MELH 888 Limited

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

See attached rider 3

The amount of cash to be transferred to the person assisted is £ See attached rider 4

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 See attached rider 5



**COPPICE GROUP LIMITED**

**Form 155(6)a**

**Rider 1**

John Douglas Hind of 32 Priory Gardens, Stamford, Lincolnshire PE9 2EG

Kenneth Victor Gentry of 1 The Burrows, Porthcawl, Mid Glamorgan CF36 5AJ

## COPPICE GROUP LIMITED

### Form 155(6)a

#### Rider 2

Financial assistance will be provided by the Company to MELH 888 Limited ("**Parent**") in connection with the acquisition (the "**Acquisition**") by the Parent of the entire issued share capital of the Company. The financial assistance will take the form of the execution and delivery of the following documents as the same may be amended, varied, supplemented or substituted from time to time:

- (a) a debenture made between the Company (1) in favour of Lloyds TSB Bank plc (the "**Bank**") (2) (the "**Bank Debenture**");
- (b) an omnibus guarantee and indemnity made between, inter alia, the Company, Parent, Harcourt Group Limited, Coppice Foil Containers Limited, ATP Management Limited, Coppice Alupack Limited, Precis (990) Limited (together the "**Obligors**") (1) in favour of the Bank (2) (the "**Bank Guarantee**");
- (c) a debenture to be made between the Company (1) in favour of Lloyds TSB Development Capital Limited ("**LTSBDC**") in its capacity as security trustee (the "**Security Trustee**") (2) the "**LTSBDC Debenture**";
- (d) a guarantee made between, inter alia, the Company (1) in favour of the Security Trustee (2) (the "**LTSBDC Guarantee**");
- (e) a debenture made between the Company (1) in favour of Lloyds TSB Commercial Finance Limited ("**LTSBCF**") (2) (the "**LTSBCF Debenture**");
- (f) a guarantee made between, inter alia, the Obligors (1) in favour of LTSBCF (2) (the "**LTSBCF Guarantee**");
- (g) a funding agreement between, inter alia, the Company (1) and the Parent (2) agreeing a revolving credit facility (the "**Intra-Group Funding Agreement**");
- (h) a deed of priorities between LTSBCF (1), the Bank (2), the Security Trustee (3) and the Obligors (as defined therein) (4) (the "**Deed of Priorities**");
- (i) a deed of subordination between the Bank (1), the Security Trustee (2), the Obligors (3), Rutland Trust PLC (4), LTSBDC (5) and LTSBDC as Loan Note Holders (as defined in the Rider 3) (6); and
- (j) a funding agreement between the Company, Parent and Coppice Alupack Limited (the "**Funding Agreement**").

The documents detailed at paragraph (a) to (j) above are hereinafter collectively referred to as the "**Documents**".

## COPPICE GROUP LIMITED

### Form 155(6)a

#### Rider 3

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

- (a) under the terms of the Bank Debenture, the Company, inter alia, creates fixed and floating charges over all of its property, assets and undertaking from time to time in order to secure all monies from time to time owing by the Company to the Bank which includes the obligations under the Bank Guarantee;
- (b) under the terms of the Bank Guarantee, the Company, inter alia:
  - (i) agrees that the Bank can set off account credit balances of the Company in satisfaction of any liability owed by any of the other Obligors (as defined in the Deed of Subordination) to the Bank, including liabilities incurred to help fund the Acquisition; and
  - (ii) guarantees to the Bank payment of all monies and liabilities whether actual or contingent which are or at any time may be due, owing or incurred from or by the other Obligors to the Bank, which would include the borrowings of the Parent from the Bank to help fund the Acquisition;
- (c) under the terms of the LTSBDC Debenture, the Company, inter alia, creates fixed and floating charges over all of its property, assets and undertaking from time to time in order to secure all monies from time to time owing by the Company to the Security Trustee which includes the obligations under the LTSBDC Guarantee;
- (d) under the terms of the LTSBDC Guarantee, the Company, inter alia, guarantees to the Security Trustee payment of all monies from time to time owing by the Parent to the Security Trustee under a loan note instrument (the "**Loan Note Instrument**") issued by the Parent pursuant to which the loan note holders (the "**Loan Note Holders**") agree to subscribe for up to £6,500,000 subordinated guaranteed secured loan notes 2009 (the "**Loan Notes**"). The LTSBDC Guarantee also includes set-off provisions permitting the Security Trustee to set-off any sums received by it against any liabilities due and owing by the Company to the Security Trustee;
- (e) under the terms of the LTSBCF Debenture, the Company, inter alia, creates fixed and floating charges over all of its property, assets and undertaking from time to time in order to secure all the obligations owing by the Company to LTSBCF which includes the obligations under the LTSBCF Guarantee;
- (f) under the terms of the LTSBCF Guarantee, the Company, inter alia, guarantees to LTSBCF payments of all money from time to time owed by the Obligors (other than the Company) to LTSBCF, which includes the obligations under a debt

purchase agreement made between LTSBCF (1) and Coppice Alupack Limited (2) (the "**Debt Purchase Agreement**"),;

- (g) under the terms of the Intra-Group Funding Agreement the Obligors (other than Parent) agree to provide a revolving credit facility to the Parent in such amounts as may be required from time to time and the Parent agrees to provide working capital facilities to the Company in such amounts as may be required from time to time;
- (h) under the terms of the Deed of Priorities the Company, inter alia, acknowledges the order of priorities with regard to certain security granted by the Company to the Bank, LTSBCF and the Security Trustee;
- (i) under the terms of the Deed of Subordination the Company, inter alia, undertakes not (save as therein provided) to secure, discharge or acquire all or part of certain debts owing; and
- (j) under the terms of the Funding Agreement, Parent agrees to provide loan facilities to the Company and Coppice Alupack Limited to enable the Company and Coppice Alupack Limited to repay existing indebtedness owed to financiers and/or Rutland Trust PLC.

**COPPICE GROUP LIMITED**

**Form 155(6)a**

**Rider 4**

The amount of cash to be transferred to the person assisted is:

All sums advanced from time to time by the Company pursuant to the Intra-Group Funding Agreement.



**COPPICE GROUP LIMITED**

**Form 155(6)a**

**Rider 5**

The date on which the assistance is to be given is:

Within eight weeks of signing this statutory declaration.



## KPMG Audit Plc

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Birmingham  
B3 2DL  
United Kingdom

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DX 709850 Birmingham 26  
E-mail wayne.causon@kpmg.co.uk

The Directors  
Coppice Group Limited  
Rutland House  
Rutland Gardens  
London  
SW7 1BX

Our ref Mk/ts/p/lum/reports/let/001

Contact Wayne Causon  
01908 844990

7 March 2002

Dear Sirs

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

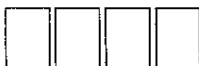
We have examined the attached statutory declaration of the directors dated 7 March 2002 in connection with the proposal that the company should give financial assistance for the purchase of its entire share capital. We have enquired into the state of the company's affairs in order to review the bases 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 Audit Plc*

*KPMG Audit Plc*  
*Registered Auditors*



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incorporated under the UK Companies  
Acts, is a member of KPMG  
International, a Swiss association

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work by the Institute of  
Chartered Accountants in

England and Wales.  
Registered in England  
No 3110745

Registered office  
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