

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

4589136

Name of company

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

* ICON POLYMER HOLDINGS LIMITED

* insert full name
of company

~~XWea~~ SEE APPENDIX A

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

† delete as appropriate

~~[The sole director]~~ [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 is a recognised bank, licensed institution, within the meaning of the Banking Act, 1938~~
~~that is 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] ~~the~~ holding company of* Icon Warne Holdings Limited (Company
No. 3965433) _____ which is
proposing to give financial assistance in connection with the acquisition of shares
in ~~Icon Polymer Group Limited~~ Icon Polymer Group Limited (Company No. 4595020)
_____ the holding company of this company.]t

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

Browne Jacobson LLP
44 Castle Gate
Nottingham

NG1 7BJ

DX 718130 DXExch

For official Use
General Section

Post room



A03
COMPANIES HOUSE

0746
05/01/05

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

The assistance is to be given to: (note 2) SEE APPENDIX C

SEE APPENDIX D

CASTLEGATE 344 LIMITED (COMPANY NUMBER 5264971) (the "Purchaser")

† delete as appropriate

SEE APPENDIX E

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

Please do not
write in this
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The date on which the assistance is to be given is

within 8 weeks of the date hereof

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) ~~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)

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

BROWNE JACOBSON LLP

44 CASTLEGATE, NOTTINGHAM NG1 7D

Declarants to sign below

RHZ.

Andy Jones

Day Month Year
on

2	4	1	2	2	0	0	4
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before me Karen White

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 A

Icon Polymer Holdings Limited

(Company No 4589136)

Form 155(6)(b)

Financial assistance by Icon Warne Holdings Limited (the "Subsidiary")

Directors and Addresses

1. Richard Howard Gogerty
Applegate House
Main Street
Burton
Lincoln
LN12RD
2. Amanda Jane Sunter
664 Rayleigh Road
Hutton
Brentwood
Essex
CM13 1SJ

APPENDIX B

Icon Polymer Holdings Limited

(Company No 4589136)

Form 155(6)(b)

Financial assistance by Icon Warne Holdings Limited (the "Subsidiary")

1. 60,000 fully paid A ordinary shares of £1.00 each;
2. 35,000 fully paid B ordinary shares of £1.00 each; and
3. 926,278 fully paid cumulative participating preferred ordinary shares of £1.00 each,

in the capital of Icon Polymer Group Limited.

APPENDIX C

Icon Polymer Holdings Limited

(Company No 4589136)

Form 155(6)(b)

Financial assistance by Icon Warne Holdings Limited (the "Subsidiary")

Castlegate 344 Limited (company number 5264971) whose registered office is at 44
Castle Gate, Nottingham NG1 7BJ

Lloyds TSB Bank plc (Company Number 00002065)
25 Gresham Street
London EC2V 7HN

Lloyds TSB Development Capital Limited (as trustee for Lloyds TSB Development
Capital Limited or any assignee or transferee of the New Investor Loan Notes) (Company
Number 01107542)
45 Old Bond Street
London
W1S 4QT

APPENDIX D

Icon Polymer Holdings Limited

(Company No 4589136)

Form 155(6)(b)

Financial assistance by Icon Warne Holdings Limited (the "Subsidiary")

The Subsidiary is proposing to give financial assistance in connection with the acquisition by Castlegate 344 Limited (Company No. 5264971) (the "**Purchaser**") of the entire issued share capital of Icon Polymer Group Limited ("**IPG**") (the "**Acquisition**"). The Acquisition is to be financed, inter alia, by means of:

1. a new £15,500,000 term loan and revolving credit facility (the "**New Facility Agreement**") to be made between the Purchaser as borrower and Lloyds TSB Bank plc (the "**Bank**") as lender;
2. by a series of fixed and floating rate subordinated secured loan notes of up to £7,735,605 (the "**New Investor Loan Notes**") to be entered into by the Purchaser pursuant to which loan notes are to be issued to Lloyds TSB Development Capital Limited ("**LDCL**") as security trustee for the Loan Noteholders (as defined therein);
3. by a series of guaranteed loan notes of up to £597,500 (the "**New Management Loan Notes**") to be issued by the Purchaser to certain members of the management team of the Purchaser.

Upon completion of the New Facility Agreement, IPG will repay its indebtedness to (i) the Bank pursuant to the Original Facility Agreement (which is defined in Appendix F) and the facilities made available thereunder will be cancelled and (ii) to LDCL pursuant to the Original Loan Notes (which is defined in Appendix F) and such loan notes will be cancelled.

It is a condition precedent to the New Facility Agreement and a requirement of LDCL in connection with the instrument constituting the New Investor Loan Notes that the Subsidiary enter into certain security and other documents.

The execution by the Subsidiary of those documents may constitute financial assistance by the Subsidiary under section 151 of the Companies Act 1985 for the purpose of the Acquisition.

The financial assistance to be given by the Subsidiary will take the form of:

1. An omnibus guarantee and set off agreement (the **"Cross Guarantee"**) to be entered into by the Purchaser and its subsidiary companies (including the Subsidiary) (together the **"Group"**) in favour of the Bank pursuant to which the Subsidiary will:
 - a. guarantee in favour of the Bank all monies and liabilities (whether actual or contingent) then or at any time thereafter due, owing or incurred from or by any company in the Group (each a **"Group Member"**) to the Bank on any account whatsoever together with interest, commission and other charges, costs and expenses as set out therein;
 - b. indemnify the Bank against any loss incurred in connection with the guarantee as set out therein.

and pursuant to which each Group Member shall agree to the combination or consolidation by the Bank of all or any of the Accounts (as defined in Appendix F) with all or any of the Liabilities (as defined in Appendix F) and agrees that the Bank may set-off or transfer any Credit Balance (as defined in Appendix F) in or towards satisfaction of any of the Liabilities. In addition, each of the companies which is a party to the Cross Guarantee charges in favour of the Bank by way of first charge its Credit Balances to secure repayment of all the Liabilities.

2. A subordination deed to be entered into by the Bank (1), Lloyds TSB Development Capital Limited (**"LDCL"**), LDC Co-Investment Plan 2002 (together the **"Investors"**) (2) LDCL as security trustee (3) the Purchaser (4) and its subsidiary companies (including the Subsidiary) (together the **"Obligors"**) (the **"Subordination Deed"**) pursuant to which inter alia, the liabilities of the Subsidiary to LDCL are to be subordinated to the liabilities of the Subsidiary to the Bank.
3. A guarantee and indemnity (the **"LDCL Guarantee"**) to be entered into by the Subsidiary in favour of LDCL (as trustee for the Loan Note Holders (as defined in Appendix F) pursuant to which the Subsidiary will:
 - a. guarantee payment of the Parent's Liabilities (as defined in Appendix F) in the currency or respective currencies thereof on demand by LDCL and/or the Loan Note Holders (as defined in Appendix F);
 - b. indemnify LDCL against any loss incurred in connection with the guarantee as set out therein.
4. An intra-group funding agreement (the **"Intra-Group Funding Agreement"**) to be entered into by the Purchaser (1) and certain subsidiary companies of the Purchaser (including the Subsidiary) as lenders (2).
5. A debenture to be entered into by the Subsidiary (1) in favour of LDCL as security trustee (2) pursuant to which the Subsidiary will charge in favour of

LDCL all of its property, assets and undertaking, present and future by way of fixed and floating charge as set out therein (the "**LDCL Debenture**").

APPENDIX E

Icon Polymer Holdings Limited

(Company No 4589136)

Form 155(6)(b)

Financial assistance by Icon Warne Holdings Limited (the "Subsidiary")

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

1. **The Cross Guarantee**

Under the Cross Guarantee, the Subsidiary will, inter alia:

- (a) covenant with and guarantee to the Bank to pay or discharge to the Bank on demand:
 - (i) all money and liabilities whether certain or contingent now or hereafter due, owing or incurred to the Bank anywhere on any current or other account or in any manner whatsoever from or by each and every one of the other members of the Group whether alone or jointly with any other person, firm or corporation and in whatever style, name or form and whether as principal or surety including:
 - (1) in the case of the liquidation or administration of any Group Member all sums which would at any time have been due, owing or incurred to the Bank by such Group Member if such liquidation or administration had commenced at the time when the Bank receives actual notice thereof and notwithstanding such liquidation or administration; and
 - (2) in the event of the discontinuance by any means of the Cross Guarantee in respect of any Group Member all cheques, drafts or other orders or receipts for money signed, bills accepted, promissory notes made and negotiable instruments or securities drawn by or for the account of such Group Member on the Bank or its agents and purporting to be dated on or before the date upon which such discontinuance becomes known to the Bank although presented to or paid by the Bank or its agents after the date upon which such discontinuance becomes effective

and all liabilities of such Group Member to the Bank at such date whether certain or contingent and whether payable forthwith or at some future time or times and also all credits then established by the Bank for such Group Member;

- (ii) interest on all such money and liabilities to the date of payment;
 - (iii) commission and other banking charges and legal and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by any Group Member or others and in relation to the preparation and enforcement of any security held by or offered to the Bank for such liabilities together with interest on each such sum from the date that the same was incurred or fell due to the date of payment;
- (b) jointly and severally agree with the other Group Members to pay to the Bank on demand:
- (i) interest (both before and after any demand or judgement) on the amount or any part thereof for the time being unpaid and due or owing to the Bank under the Cross Guarantee either from the date of demand on it for payment or the date that notice of discontinuance of the Cross Guarantee becomes effective whichever first occurs until payment, such interest to be:
 - (1) in the case of an amount denominated in Sterling, at the rate of two per cent above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or in the case of an amount denominated in any currency other than Sterling, at the rate of two per cent above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select; or
 - (2) at the rate payable by the Group Member or which, but for any such matter or event as is mentioned in clause (c) hereof, would have been payable by the Group Member;
- (whichever is the higher) and (without prejudice to the right of the Bank to require payment of such interest) all such interest shall be compounded both before and after any

demand or judgement (in the case of interest charged by reference to the Bank's Base Rate) on the Bank's usual charging dates in each year and (in the case of interest charged by reference to the cost of funding in the London Interbank Market or other market) at the end of each such period as is mentioned in (i) above or at three monthly intervals whichever is the shorter;

- (ii) legal and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank, whether before or after the date of demand on any of the Group Member for payment or the date that notice of discontinuance of the Cross Guarantee becomes effective, in enforcing or endeavouring to enforce the payment of any money due under the Cross Guarantee or otherwise in relation to the Cross Guarantee or in resisting or endeavouring to resist any claims made against the Bank by any Group Member or others in connection with any liabilities or alleged liabilities to the Bank of any Group Member or others or any money or benefits received by or any preference given to the Bank by any Group Member or others together with interest at the rate or rates mentioned aforesaid on each sum from the date that the same was incurred or fell due to the date of payment;
- (iii) any losses (on a full and unqualified indemnity basis) incurred by the Bank resulting from failure by any Group Member to comply with any contractual obligation to provide the Bank with any certificate evidencing payment of any taxes, levies, imposts, duties, charges, fees or withholdings of any nature on the aforesaid money, liabilities, interest, costs, charges or expenses;
- (c) agree that should any such money or liabilities, interest or other sums aforesaid not be recoverable or not for the time being be recoverable by the Bank from any one or more or all of the Group or under any guarantee or security from any co-surety for any reason whatsoever then whether any such reason or circumstance shall have been made known to the Bank or not before the liabilities were incurred an amount equivalent to the aggregate of such money and liabilities, interest and other sums including the further sums referred to in the Cross Guarantee shall nevertheless be recoverable from the Subsidiary as though it were a principal debtor in respect of an equivalent amount and shall be paid by it forthwith on demand;
- (d) the Cross Guarantee also incorporates rights of combination or consolidation and set off as described in Appendix D and a charge over credit balances as also described in Appendix D.

2. Subordination Deed

Under the Subordination Deed, the Subsidiary and the other Obligors (as defined in Appendix D) agreed to the regulating of claims by the Bank, the Investors and LDCL as security trustee as set out therein and waive any rights which any of them may have in the future to challenge or set aside any arrangements agreed between those parties. The Subsidiary and the other Obligors also agreed not to redeem or purchase any of their respective shares or reduce their share capital or make payments, repayments or prepayments in respect of debt owed to the other parties not to pay dividends, distributions, payments or redemptions other than on the terms provided for therein.

3. LDCL Guarantee

Under the LDCL Guarantee, the Subsidiary will, inter alia:

- (a) guarantee payment on demand by LDCL as security trustee and/or the Loan Note Holders (as defined in Appendix F) of the following:
 - (i) all money and liabilities whether actual or contingent (including further subscriptions made after the date of the LDCL Guarantee by any Loan Note Holder (as defined in Appendix F) which at the date of the LDCL Guarantee or any time thereafter may be due, owing or incurred from or by the Purchaser to LDCL and/or any Loan Note Holder (as defined in Appendix F) pursuant to the New Investor Loan Notes (as defined in Appendix F) (including, without limitation, any security granted in favour of LDCL as security trustee in connection therewith);
 - (ii) interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between LDCL and/or any Loan Note Holder (as defined in Appendix F) and the Purchaser or, in the absence of such agreement, at the rate in the case of any amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to LDCL (as conclusively determined by LDCL) of funding sums comparable to and in the currency or currency unit of such amount in the London Inter Bank Market (or such other market as LDCL may select) for such consecutive periods (including overnight deposits) as LDCL may in its absolute discretion from time to time select; and
 - (iii) commission and other charges and legal, administrative and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by LDCL in enforcing or endeavouring to enforce payment of such money and liabilities whether by the Purchaser or

others and in relation to the preparation and enforcement of any security held by or offered to LDCL and/or any Loan Note Holder (as defined in Appendix F) for such liabilities together with interest computed as provided in paragraph (ii) above on each such sum from the date that the same was incurred or fell due;

- (b) indemnify LDCL and/or any Loan Note Holder (as defined in Appendix F) in respect of monies and liabilities forming all or part of the Parent's Liabilities (as defined in Appendix F) and which but for certain circumstances set out in the LDCL Guarantee cannot be recovered or cannot for the time being be recovered by LDCL and/or any such Loan Note Holder from the Purchaser for any reason whatsoever. The Company will also indemnify LDCL and/or any Loan Note Holder in respect of loss incurred in connection with certain statements or acts on the part of the Subsidiary, obligations entered into by LDCL and/or any Loan Note Holder at the request of the Subsidiary, any stamping or registration of the LDCL Guarantee or security constituted by it and currency conversion risk (if and to the extent that the Subsidiary fails to pay on demand the amount due under the Guarantee in the currency or currency unit or currencies or currency units demanded); and
- (c) agree to pay to LDCL on demand interest on amounts due from it under the LDCL Guarantee either from the date of demand on the Subsidiary for payment or from the date of discontinuance, whichever first occurs, until payment as set out therein together with:
 - (i) costs, charges and expenses in connection with the enforcement of the LDCL Guarantee or otherwise in connection with it or in resisting or endeavouring to resist claims or defences made against the Trustee or any Loan Note Holder by the Purchaser as provided for therein; and
 - (ii) any fees charged by LDCL and/or any Loan Note Holder in dealing with the LDCL Guarantee;
- (d) agree to LDCL and/or any Loan Note Holder (after making demand on the Purchaser or after the date of discontinuance) having rights of combination or consolidation in relation to all or any of the Subsidiary's then existing current or other accounts with LDCL and/or any Loan Note Holder with the Subsidiary's liability to LDCL and/or any Loan Note Holder under the LDCL Guarantee and/or setting off the Subsidiary's liability under the LDCL Guarantee against any monies standing to the credit of any one or more of such accounts and retaining as security for the discharge of the Subsidiary's liability under the LDCL Guarantee any stocks, shares or other marketable securities or negotiable instruments of the Subsidiary's, whether held for safe custody or otherwise.

4. Intra-Group Funding Agreement

Under the Intra-Group Funding Agreement, the Subsidiary agrees, inter alia, to advance funds to the Purchaser for the purpose, inter alia, of making payments due under the New Facility Agreement or the New Investor Loan Notes or payments otherwise due to the Bank or LDCL.

5. LDCL Debenture

(a) Under the LDCL Debenture the Subsidiary will, inter alia, :

The Subsidiary will pay to LDCL as security trustee:

- (i) all money and liabilities whether actual or contingent which now are or at any time hereafter may be due, owing or incurred by the Subsidiary to LDCL as security trustee and/or any Loan Note Holder (as defined in Appendix F) pursuant to the LDCL Guarantee as the same may be varied, amended, supplemented or replaced in accordance with the Subordination Deed; and
- (ii) interest on all such money and liabilities to the date of payment at such rates as may from time to time be agreed between LDCL as security trustee and/or relevant Loan Note Holder (as defined in Appendix F) and the Company or, in the absence of such agreement, at the rate, in the case of an amount denominated in Sterling, of to percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to LDCL (as conclusively determined by LDCL) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as LDCL may select) as LDCL may in its absolute discretion from time to time select;
- (iii) commission and other charges and legal, administrative and other costs, charges and expenses incurred by LDCL as security trustee in relation to the LDCL Debenture (including any acts necessary to release the property from charge from the LDCL Debenture) or in enforcing the security thereby created on a full and unqualified indemnity basis; and
- (iv) any fees charged by LDCL for the time spent by LDCL's officials, employees or agents in dealing with any matter relating to the LDCL Debenture. Such fees shall be payable at such rate as may be specified by LDCL.

- (b) As security for the payment of the Secured Obligations (as defined in Appendix F) the Subsidiary charges to LDCL as security trustee all of its property, assets and undertaking both present and future by way of fixed and floating charges as set out therein.

APPENDIX F

Icon Polymer Holdings Limited

(Company No 4589136)

Form 155(6)(b)

Financial assistance by Icon Warne Holdings Limited (the "Subsidiary")

In addition to the definitions in the text of Appendices A to E for the purposes of this statutory declaration, unless the context otherwise requires, the following terms shall have the meanings attached thereto:

1. **"Accounts"** means all of the present and future accounts of each of the companies which is a party to the Cross Guarantee with the Bank whether those accounts are in the sole name of any of those companies or in the joint names of two or more of them and includes accounts in the name of the Bank with any designation which includes the names of any one or more of such companies and **"Account"** means any one of them;
2. **"Credit Balance"** means any sum standing to the credit of an Account, whether in Sterling or in any other currency and the debt from time to time owing by the Bank represented by that sum and **"Credit Balances"** means all of them;
3. **"Liabilities"** means all money and liabilities, whether actual or contingent (including further advances made by the Bank and secured directly or indirectly by the set-off agreement) which are at the date of the Cross Guarantee or at any time thereafter may be due, owing or incurred from or by any one or more of the companies which is a party to the Cross Guarantee to the Bank anywhere or which any one or more of such companies may be or become liable to the Bank in any manner whatsoever without limitation, whether in Sterling or in any other currency and **"Liability"** means any one of them;
4. **"Loan Note Holders"** means LDCL or any assignee or transferee to whom rights in respect of the New Investor Loan Notes are assigned or transferred in accordance with the terms of the Subordination Deed (as defined in Appendix D);
5. **"New Investor Loan Notes"** means the series of fixed and floating rate subordinated secured guaranteed loan notes of up to £7,735,605 constituted by a loan note instrument to be executed by the Purchaser, as the same may be varied, amended, supplemented or replaced from time to time;
6. **"Original Facility Agreement"** means the term loan and guarantee facility dated 12 December 2002 made between IPG as borrower (1) and the Bank as lender (2);

7. **"Original Loan Notes"** means the series of fixed and floating rate subordinated secured guaranteed loan notes of up to £4,825,000 constituted by a loan note instrument dated 12 December 2002 entered into by IPG pursuant to which loan notes were issued to LDCL as security trustee for the loan Noteholders (as defined therein);
8. **"Parent's Liabilities"** means all monies and liabilities, whether actual or contingent which at the date of the LDCL Guarantee or at any time thereafter may be due, owing or incurred from or by the Purchaser to the Trustee and/or any Loan Note Holder pursuant to the New Investor Loan Notes (as defined in Appendix F) (including, without limitation, any security granted in favour of LDCL in connection therewith) together with interest, commission and other charges, costs and expenses as set out therein;
9. **"Secured Liabilities"** means:
 - (a) all money and liabilities and other sums agreed to be paid by the Subsidiary to LDCL and/or the Loan Note Holders pursuant to the LDCL Guarantee; and
 - (b) all other money and liabilities expressed to be secured in the LDCL Debenture.

APPENDIX G

Icon Polymer Holdings Limited

(Company No 4589136)

Form 155(6)(b)

Financial assistance by Icon Warne Holdings Limited (the "Subsidiary")

Such payments as are required to be made from time to time by the Subsidiary pursuant to the Intra-Group Funding Agreement.



KPMG LLP
St Nicholas House
Park Row
Nottingham NG1 6FQ
United Kingdom

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

Private & confidential

The Directors
Icon Polymer Holdings Limited
Victoria Works
Thrumpton Lane
Retford
Nottinghamshire
DN22 6HH

Our ref CS003/156AH/04

Contact Wayne Cox

24 December 2004

Dear Sirs

Auditors' report to the directors of Icon Polymer Holdings Limited pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors dated 24 December 2004 in connection with the proposal that Icon Warne Holdings Limited, of which this company is a holding company, should give financial assistance, as set out in the attached statutory declaration.

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