

CHFP025

Please do not
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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

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

Name of company

* UNICHEMA CHEMICALS LIMITED (the "Company")

* insert full name
of company

XWag SEE APPENDIX 1 ATTACHED

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

† delete as appropriate

§ delete whichever
is inappropriate

~~XXXXXXXXXXXX~~ [all the directors] † of the above company do solemnly and sincerely declare that:

The business of the company is:

```
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX$
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX$
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX$
```

(c) something other than the above \$

The company is proposing to give financial assistance in connection with the acquisition of shares in the [company] ~~XXXXXXXXXXXXXXX~~

The assistance is for the purpose of ~~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: 617,700 Ordinary Share
of £1 each

Presentor's name address and
reference (if any) :
Eversheds LLP
Senator House
85 Queen Victoria Street
London
EC4V 4JL

DX 83 Chancery Lane
Ref: 2431040

For official Use
General Section

Post room



A36
COMPANIES HOUSE

603
19/10/2006

The assistance is to be given to: (note 2) _____
CRODA INTERNATIONAL PLC (Company Number 00206132) whose registered office is at
Cowick Hall, Snaith Goole, East Yorkshire, DN14 9AA

Please do not
write in this
margin

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

The assistance will take the form of:

SEE APPENDIX 2 ATTACHED

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

† delete as
appropriate

CRODA INTERNATIONAL PLC

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

SEE APPENDIX 3 ATTACHED

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

The date on which the assistance is to be given is within 8 weeks of the date herof

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

(b) [REDACTED] (note 3)

Declared at

BRANDSWEET POOL W. 2222

Declarants to sign below

Day Month Year
on 1 2 1 0 2 0 0 6

before me

WALLINGTON (WALLINGTON)

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

A. H. Gooda A. H. GOODA
C. S. Williams C. S. WILLIAMS

- 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

Appendix 1 to Form 155(6)a

**Names and Addresses of all Directors of UNICHEMA CHEMICALS LIMITED
(number 00155012) (the "Company")**

1. Clive Williams *1 Emerald Court, Worthingbury, Wrexham LL13 0AZ*
2. Andrew Gooda *105 High Street, Tarvin, Chester CH3 8JA*
3. Kevin Nutbrown

Appendix 2 to Form 155(6)a

The form of the financial assistance to be given by Unichema Chemicals Limited (number 00155012)

The entering into by the Company of the documents listed and described at paragraph 1 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 the banking and financial arrangements incurred by Croda International Plc ("Croda") in connection with the acquisition of the whole of the issued share capital of the Company from its previous shareholder TIL Limited (02048463) (the "Seller") to Croda (the "Acquisition"):

1. a letter of accession to be entered into by the Company, Croda and The Royal Bank of Scotland plc (acting in the capacity of Agent (as defined therein)) in order for the Company to become an additional guarantor to the £450,000,000 facility agreement dated 29 June 2006, as amended from time to time, entered into between (1) Croda, (2) the Original Borrowers (as defined therein) (3) the Original Guarantors (as defined therein) (4) Barclays Capital and The Royal Bank of Scotland plc in the capacity of Arrangers (as defined therein) (5) the Original Lenders (as defined therein) and (6) The Royal Bank of Scotland plc in the capacity of Agent (as defined therein) (the "Facility Agreement") (the "Accession Letter");

Appendix 3 to Form 155(6)a

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

Terms defined in Appendix 2 have the same meaning in this Appendix 3

1. By executing the Accession Letter, thereby acceding to the Facility Agreement as an Additional Obligor (as defined therein), the Company will, among other things:
 - 1.1 agree that the Finance Parties (as defined in the Facility Agreement) may require it to pay all sums due under the Facility Agreement and the other finance and security documents referred to therein (the "Finance Documents") and the agent to apply any sums received or recovered from it under any of the Finance Documents for application as it may direct (including sums due from Croda in connection with the Acquisition);
 - 1.2 jointly and severally guarantee as an obligor and not merely as surety the prompt performance by each relevant obligor of all obligations to the Finance Parties (as defined in the Facility Agreement) under 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 (including sums due from Croda in connection with the Acquisition);
 - 1.3 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 interest payable thereon; and
 - 1.4 give an indemnity to the Finance Parties (as defined in the Facility Agreement) against any cost, loss or liability suffered by them under the Finance Documents as a result of any obligation guaranteed by it being or becoming unenforceable, invalid or illegal;
 - 1.5 make certain representations to the Finance Parties (as defined in the Facility Agreement); and
 - 1.6 undertake to comply with certain general undertakings, including an undertaking not to create or permit to subsist any security over any of its assets and not to dispose of any of its assets (in each case, subject to certain exceptions).

the "Guarantee Obligations"

CHFP025

155(6)a

Figure 1. A flowchart illustrating the process of applying the proposed framework to a specific problem. The process starts with 'Problem Statement' and 'Initial Data Collection', leading to 'Data Preprocessing', 'Feature Extraction', and 'Model Training'. These steps lead to 'Model Evaluation', which then leads to 'Deployment and Monitoring'. The process is iterative, with feedback loops from 'Model Evaluation' back to 'Data Preprocessing', 'Feature Extraction', and 'Model Training', and from 'Deployment and Monitoring' back to 'Model Evaluation'.

00155012

* UNICHEMA CHEMICALS LIMITED (the "Company")

REVIEWED BY

Page 1

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CRODA INTERNATIONAL PLC (Company Number 00206132) whose registered office is at
Cowick Hall, Snaith Goole, East Yorkshire, DN14 9AA

Please do not
write in this
margin

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

The assistance will take the form of:

SEE APPENDIX 2 ATTACHED

The person who [has acquired] ~~DOV306004~~ † the shares is:

† delete as
appropriate

CRODA INTERNATIONAL PLC

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

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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

The date on which the assistance is to be given is within 8 weeks of the date herof

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bold block lettering

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

I/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) [I/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) ~~I/We have formed the opinion that the company will be unable to pay its debts as they fall due during the year immediately following that date~~ (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

Declarants to sign below

Conick Hall South East Yorkshire DN14 9AA

Day Month Year
on

1	2	1	1	0	2	0	1	6
---	---	---	---	---	---	---	---	---

before me Eileen J. Gifford

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

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EH1 2EB

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Wrexham, Clwyd LL13 0AZ
2. Andrew Gooda 105 High Street, Tarvin, Chester, Cheshire
CH13 8JA
3. Kevin Nutbrown 59 Main Street, Swanton, North Ferriby
East Yorkshire HU14 3AP

Appendix 2 to Form 155(6)a

The form of the financial assistance to be given by Unichema Chemicals Limited (number 00155012)

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 - 1.6 undertake to comply with certain general undertakings, including an undertaking not to create or permit to subsist any security over any of its assets and not to dispose of any of its assets (in each case, subject to certain exceptions).

the "Guarantee Obligations"

Unichema Chemicals Limited
Cowick Hall
Snaith
Goole
DN14 9AA

12 October 2006

Dear Sirs

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

We have examined the attached statutory declaration of the directors of Unichema Chemicals Limited (the "Company") dated 12 October 2006 in connection with the proposal that the Company should give financial assistance for purpose of reducing or discharging a liability incurred for the purchase of the entire ordinary share capital of the Company. 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.

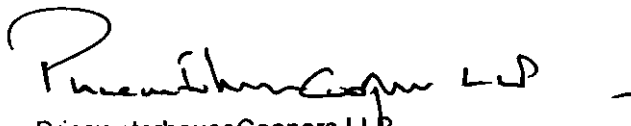
Basis of opinion

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 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
Chartered Accountants and Registered Auditors