

155(6)a

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

1	2	3	4	5	6
1	1	1	1	1	1
1	1	1	1	1	1

00548990

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

Name of company

* ACCANTIA PERSONAL HYGIENE LIMITED

* insert full name
of company

~~X~~We ~~o~~ PLEASE SEE ATTACHEMENT 1 (BY SIGNING THIS OR A DUPLICATE FORM)

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

† delete as appropriate

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

The business of the company is:

§ delete whichever
is inappropriate

~~XXXXXXXXXXXXX~~

XXXXXXXXXXXXXXXXXXXXSection XXXXXoftheInstructions contained inPC-0987652a)X

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX S~~

(c) something other than the above §

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

[company] ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

XXXXXXXXXX

The assistance is for the purpose of [that acquisition] ~~XXXXXXXXXXXXXXXXXXXX~~

~~XXXXXXXXXXXXX09XX~~ †

The number and class of the shares acquired or to be acquired is: 60,002,450

SHARES OF £1 EACH

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

Ashurst
Broadwalk House
5 Appold Street
London
EC2A 2HA

639 London City
DOL/NLM/E284.00011

For official Use
General Section

Post room



LD5
COMPANIES HOUSE

279
28/12/2006

The assistance is to be given to: (note 2) LYCHEE HOLDINGS LIMITED, COMPANY NUMBER 05998292
c/o ASHURST, BROADWALK HOUSE, 5 APPOLD STREET, LONDON EC2A 2HA,

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:

PARTICULARS OF THE FORM OF THE ASSISTANCE TO BE GIVEN IS SET OUT IN ATTACHEMENT 2.

The person who ~~XXXXXX~~ [will acquire] † the shares is:

† delete as
appropriate

LYCHEE HOLDINGS LIMITED

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

PARTICULARS OF THE PRINCIPAL TERMS ON WHICH THE ASSISTANCE WILL BE GIVEN ARE SET OUT IN
ATTACHEMENT 3.

The amount of cash to be transferred to the person assisted is £ PLEASE SEE ATTACHMENT 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 Within eight weeks of today's date

ACCANTIA PERSONAL HYGIENE LIMITED
Company Number 00548990
Attachment 1 to Form 155(6)a

1.1 Names and address of Directors

Duccio Latino Senese Baldi
Oldwich Barn
Oldwich Lane East
Fen End
Kenilworth
Warwickshire
CV8 1NR

Simon Paul Pinks
Acacia Cottage
Shernal Green
Droitwich
Worcestershire
WR9 7JS

ACCANTIA PERSONAL HYGIENE LIMITED
Company Number 00548990
Attachment 2 to Form 155(6)a

2.1 Guarantees

Guarantees and indemnities granted by the Company to the persons (the "**Financiers**") providing Lychee Holdings Limited and others with:

- (a) senior loan and other facilities of initially up to £50 million pursuant to a senior facilities agreement to be entered into on or about the date of this form by the Company as an Original Borrower and a Guarantor (the "**Senior Facilities Agreement**");
- (b) a mezzanine loan facility of initially up to £10 million pursuant to mezzanine facility agreement to be entered into on or about on or about the date of this form by the Company as a Guarantor (the "**Mezzanine Facility Agreement**");
- (c) the intercreditor agreement to be entered into on or about on or about the date of this form by the Company (the "**Intercreditor Agreement**");
- (d) the fee letters in relation to the Senior Facilities Agreement and the Mezzanine Facility Agreement to be executed by Lychee Group Limited;
- (e) the company intra-group loan agreement to be entered into on or about on or about the date of this form by the Company as a lender and Lychee Holdings Ltd as borrower pursuant to which the Company has made or will make available a facility to Lychee Holdings Ltd to enable it to service the various facilities under the Senior Facilities Agreement and the Mezzanine Facility Agreement and to maintain its corporate existence and to meet administrative costs, directors' fees, tax, professional and regulatory costs (if any) (the "**Company Intra-Group Loan Agreement**");
- (f) the debenture to be entered into on or about on or about the date of this form by the Company under which the Company will grant fixed and floating charges over all its assets and undertakings present and future by way of security for its obligations under the Senior Facilities Agreement and the Mezzanine Facility Agreement (the "**Debenture**");
- (g) the share pledge to be entered into on or about on or about the date of this form by Lychee Holdings Ltd creating a pledge over the shares it owns in Accantia (South Africa) (Pty) Limited (the "**Share Pledge**");
- (h) the CAS master agreement to be entered into by among others Lychee Holdings Ltd and Barclays Bank PLC;
- (i) the CAS cross guarantee to be entered into by among others Lychee Holdings Ltd and Barclays Bank PLC;
- (j) the ancillary facilities letter addressed to Lychee Holdings Ltd to be entered into with Barclays Bank PLC;
- (k) the letter between Lychee Group Ltd and the Governor and Company of the Bank of Scotland and Barclays Bank PLC describing the arrangements by which the exposure of the borrowers under the Senior Facilities Agreement and Mezzanine

Facility Agreement to movements in interest rates in relation to various term facilities under the Senior Facilities Agreement and the Mezzanine Facilities Agreement was to be hedged by one or more of the Group members entering into hedging agreements (the "**Hedging Letter**") and the hedging agreements to be entered into in accordance with the terms of the Hedging Letter;

and also in connection with the performance of any other acts (including, without limitation, the payment of all fees to professionals, third parties and others in connection with the with the proposed acquisition by Lychee Holdings Ltd of all the shares in Accantia Personal Hygiene Ltd and Accantia (South Africa) (Pty) Limited or the execution of any other documents (as the same shall be amended, supplemented, novated and/or replaced from time to time) ancillary or otherwise relating to the Finance Documents.

2.2 Security

Fixed and floating charges granted by the Company over all its assets and undertaking present and future by way of security for (inter alia) its obligations under the guarantees and indemnities referred to in paragraph 2.1. above.

2.3 Priority

Priority and subordination arrangements entered into by the Company with (among others) the Financiers pursuant to the Intercreditor Agreement.

2.4 Upstream Loan Facility

An intra-group loan facility granted by the Company pursuant to the Intra-Group Loan Agreement.

ACCANTIA PERSONAL HYGIENE LIMITED
Company Number 05548990
Attachment 3 to Form 155(6)a

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

3.1 Guarantees

The guarantees and indemnities referred to in paragraph 2.1 of Attachment 2 are recorded in clause 23 of the Senior Facilities Agreement and clause 19 of the Mezzanine Facility Agreement and pursuant to which the Company jointly and severally with other Group members:

- (a) as principal obligor guarantees payment of monies owing (and performance of obligations undertaken) to the Financiers under the Senior Facilities Agreement, the Mezzanine Facility Agreement and the Hedging Contracts (together the **"Finance Documents"**);
- (b) agrees to indemnify the Financiers for any loss or liability suffered by any of them as a result of (amongst other things) any obligation owed to them under the *Finance Documents* not being paid or performed on its due date;
- (c) agrees that its guarantee and indemnity obligations will not be affected by (amongst other things) any act, circumstance, omission, matter or thing which would otherwise reduce, release or prejudice any of such obligations or prejudice or diminish such obligations; and
- (d) agrees that any Financier set off any obligation owed by the Company to the Financier against any obligation (whether or not due and payable) owed by that Financier to the Company.

3.2 Security

The security referred to in paragraph 2.2 of Attachment 2 is to be created by the Company executing the Debenture in favour of the Governor and Company of the Bank of Scotland as security agent (the **"Security Agent"**) for the Financiers. By entering into the Debenture, the Company will (amongst other things):

- (a) as primary obligor, covenant with the Security Agent that it will pay or discharge all outstandings under the Finance Documents;
- (b) as beneficial owner and with full title guarantee, charge in favour of the Security Agent all its assets and undertakings by way of fixed and/or floating charges and/or assignment by way of security for the payment, discharge and performance of such outstandings;
- (c) undertake to, at its own expense, execute and do all such assurances, acts and things as the Security Agent may reasonably require for perfecting or protecting the security intended to be created by the Debenture over the assets secured thereby; and
- (d) permit the Security Agent and each Financier to set off any obligation due and payable by the Company to the Security Agent or the Financier against any obligation (whether or not due and payable) owed by the Security Agent or such Financier (as the case may be) to the Company.

3.3 **Priority**

By executing the Intercreditor Agreement, the Company (amongst other things) will:

- (e) covenant to pay the amounts owing under the Finance Documents; and
- (f) agree that any sums owed to it by way of intra-group loan by any other Group member will be subordinated to sums owed by such Group members to the Financiers.

3.4 **Upstream Loan**

By executing the Company Intra-Group Loan Agreement referred to in paragraph 2.4 of Attachment 2, the Company will make available to Lychee Holdings Limited a revolving loan facility of up to £100 million in aggregate to be used by Lychee Holdings Limited to make payments when due to (among others) the Financiers but on the basis that the Company will only be obliged to make advances under the facility letter if, inter alia, it has the cash resources and the Company is not in liquidation or administration or the subject of a creditor's voluntary arrangement.

3.5 **CAS Master Agreement**

By executing the CAS Master Agreement the Company will agree with Barclays Bank PLC to be bound by the terms of the CAS Master Agreement and agrees that Barclays Bank PLC may net off any credit balance on any account held by Lychee Holdings Ltd and certain of its subsidiaries including the Company (each a "**CAS Participant**").

3.6 **CAS Cross Guarantee**

By executing the CAS Cross Guarantee the Company will agree to guarantee to Barclays Bank PLC the indebtedness of each and every other CAS Participant from time to time now or in the future due or owing to Barclays Bank PLC by such other CAS Participants. The CAS Cross Guarantee also contains a right of set-off which allows Barclays Bank PLC as an Ancillary Lender to set-off monies standing to the credit of the Company's account towards satisfaction of the Company's liability under the CAS Cross Guarantee upon the same becoming enforceable.

3.7 **Amendments**

The Company's obligations as described above continue in relation to the Finance Documents as they may be amended, modified, varied or restated from time to time.

ACCANTIA PERSONAL HYGIENE LIMITED
Company Number 00548990
Attachment 4 to Form 155(6)a

Cash to be transferred at the time of the giving of the financial assistance is nil. However, cash may become payable under the Upstream Loan (as referred to in paragraph 3.4 of Attachment 3 to this Form 155(6)a and or under the other documents referred to in Attachment 3 to this Form 155(6)a

The Directors
Accantia Personal Hygiene Limited
4th Floor, Chadwick House
Blenheim Court
Solihull
B91 2AA

20 December 2006

Dear Sirs

Auditors' report to the directors of Accantia Personal Hygiene Limited pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors of Accantia Personal Hygiene Limited (the "Company") dated 20 December 2006 for the purpose of reducing or discharging a liability incurred for the purpose of the acquisition of 60,002,450 of the ordinary shares 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