

G

155 (6)b

Pursuant to section 155(6) of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

730330

Name of company

* DIAMOND H CONTROLS LIMITED

1/We d SEE APPENDIX A ATTACHED

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

The business of this company is:

(c) something other than the above s

This company is [the] ☒ holding company of * ROBINSON & HUDSON MANUFACTURING
LIMITED which is
proposing to give financial assistance in connection with the acquisition of shares in [this company]
CORTWORTH LIMITED, A HOLDING COMPANY OF THIS
COMPANY ~~XXXXXXXXXXXXXXXXXXXX~~ †

For official Use
General Section

Post room

WRAGGE & CO
55 COLMORE ROW
BIRMINGHAM B3 2AS
Ref: JQP/01238929/DRAFT
1211SLCB.OFD



The assistance is for the purpose of [that acquisition] [reducing or discharging a liability incurred for the purpose of that acquisition]. † (note 1)

Please do not
write in this
margin

The number and class of the shares acquired or to be acquired 48,418,496 ordinary
shares of 5 pence each

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

The assistance is to be given to: (note 2) BI GROUP PLC, NEVILLE HOUSE,
42-46 HAGLEY ROAD, EDGBASTON, BIRMINGHAM, B16 8PZ

The assistance will take the form of:

SEE APPENDIX B ATTACHED

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

BI GROUP PLC

† delete as

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

SEE APPENDIX C ATTACHED

The amount (if any) by which the net assets of the company which is giving the assistance will be reduced by giving it is N/A

The amount of cash to be transferred to the person assisted is £ N/A

The value of any asset to be transferred to the person assisted is £ N/A

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

19

~~Surrey~~

H. [unclear]

Andy Nossie

Rew Hodge

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Appendix A

Stephen Hedley Hayes
150 Fairmile Road
Halesowen
West Midlands
B63 3QD

Philip John Hodge
12 The Paddock
Lower Boddington
Daventry
Northampton
NN11 5YF

Duncan Campbell Neil MacPherson
Glendunning House
Dunning Glen
Dollar
Clackmannanshire
FK14 7LB

Dean Cook
71 Fakenham Road
Great Ryburgh
Fakenham
Norfolk
NR21 7AN

RESIGNED 12.12.97.

Andrew Cansfield Hobson
Seago House
13 Christchurch Road
Norwich
Norfolk NR 2 2AE

✓
A. KENNETH DYER

✓
A. KENNETH DYER

A. KENNETH DYER

A For the purposes of this Form the following phrases shall bear the following meanings:

the purchase by the Purchaser of the entire issued share capital of Cortworth Limited, the Company's holding company

Barclays Bank PLC

the parties defined as Banks in the Facility Agreement

any person who is defined as a Borrower in the Facility Agreement

Robinson & Hudson Manufacturing
Limited (Company No. 751688)

a term loan and revolving credit facility agreement dated 25 July 1997 made between inter alia NIC Holdings (UK) PLC ("NIC"), the Purchaser, various subsidiaries of the Purchaser and the Agent relating to the provision by the Banks of term loan and guarantee facilities to NIC and working capital and ancillary facilities to the Purchaser and its subsidiaries as amended by a supplemental agreement to be entered into on or around 15th December 1997.

the documents defined as Finance Documents in the Facility Agreement

those persons defined as Finance Parties in the Facility Agreement

BI Group Plc (Company No. 451799)

Other words and phrases are defined in the remainder of Appendix B and Appendix C below.

B the assistance will take the form of:

- (a) the granting by the Company of an unconditional and irrevocable guarantee to the Finance Parties so that if for any reason any Borrower (other than the Company if it is a Borrower) does not pay any sum payable by it under any Finance Document by the time, on the date and otherwise in the manner specified therein (whether on the normal due date, on acceleration or otherwise), the Company will pay that sum on demand by the Agent;
- (b) the granting by the Company of an indemnity to the Finance Parties against any loss suffered by them as a result of any sum expressed to be payable by any Borrower under a Finance Document not being paid by the time, on the date or otherwise in the manner specified in such Finance Document or any payment obligation of any Borrower under a Finance Document being or becoming void, voidable or unenforceable for any reason (whether or not now existing and whether or not now known or becoming known to any party to the Facility Agreement), the amount of that loss being the amount expressed to be payable by the relevant Borrower in respect of the relevant sum;
- (c) the granting by the Company of a right of set off to each Bank so that it may at its discretion apply any credit balance to which the Company is entitled on any account with such Bank in satisfaction of any sum due and payable by such Company to such Bank under the Facility Agreement but unpaid. Each Bank is authorised to purchase with the monies standing to the credit of any such account other currencies as may be necessary to effect such applications.

Appendix C

✓ *AS*

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

- (a) the guarantee will secure on demand the obligations of any Borrower to the Finance Parties from time to time pursuant to any Finance Document;
- (b) the set off arrangement allows each of the Banks to apply the Company's credit balances against the indebtedness of the Company (which includes indebtedness under the guarantee provisions agreed at Clause 29 of the Facility Agreement, which guarantee obligations extend to monies due by all Borrowers (including the Purchaser) under the Facility Agreement) to such Bank under the Facility Agreement at any Bank's discretion;
- (c) the monies, obligations and liabilities of the Purchaser to the Finance Parties (and of the Company to the Finance Parties pursuant to security granted to the Finance Parties by way of upstream guarantee and set off arrangement) include monies borrowed in connection with the Acquisition.

Appendix D

A. KENNETH DYER



The date on which the assistance is to be given is on or before 19 DECEMBER 1997



The Directors
Diamond H Controls Limited
Neville House
42-46 Hagley Road
Edgbaston
Birmingham
B16 8PZ

15 December 1997

Dear Sirs

Auditors' report to the directors of Diamond H Controls Limited pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors dated 15 December 1997 in connection with the proposal that Robinson & Hudson Manufacturing Limited, of which Diamond H Controls Limited is a holding company, should give financial assistance for the purchase of all of Cortworth Limited's ordinary shares. We have enquired into the state of Diamond H Controls Limited's affairs in order to review the bases for the statutory declaration.

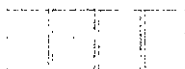
We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully

KPMG Audit Plc

KPMG Audit Plc
Chartered Accountants
Registered Auditor

Enclosure



Member firm of
KPMG (International)

KPMG Audit Plc is
registered to carry on audit
work by the Institute of
Chartered Accountants
in England and Wales

Registered in England
Number 3110745
Registered office
8 Salisbury Square
London EC4Y 8BB

