Companies House Approval No. CHA113

COMPANIES FORM No. 155(6)b

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 letterin Note Please read the notes on page 3 before completing	у		For official use	Company number		
	^{ng} Name of company		L	730330		
	· DIAMOND H CONTROLS	LIMITED				
		<u> </u>				
* insert full name of company	I/We d SEE APPENDIX A ATT	ACHED				
p insert name(s)						
and address(es) of all the						
						
delete as appropriate	[INXXXXXXIXXIXIXI] [all the directors solemnly and sincerely declare that:] [†] of the abo	ve company (herei	nafter called 'this con	npany') do	
§delete whichever is	The business of this company is:					
	S CZGCZSCYGONIA NEGO YONYONIO NA WANTAN XIXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX					
	(c) something other than the above §					
] ! -	This company is [the] [A] holding company of * ROBINSON & HUDSON MANUFACTURING					
	LIMITED				which is	
	proposing to give financial assistance in connection with the acquisition of shares in [this company]					
	COLIMORIA RIMITED, A HOLDING COMPANY OF THIS					
	COMPANY			KXXXXXXXXXXXXXXXXXX	∂⁄¢X y.] †	
-	Drocontorio					
i S I I	Presentor's name address and reference (if any):	For official Us General Section				
	WRAGGE & CO] -	Post room	i	
	55 COLMORE ROW		11			
	BIRMINGHAM B3 2AS Ref: JQP/01238929/DRAFT					
	1211SLCB.OFD		<u> </u>	<u> </u>	281	

1211SLCB.OFD

COMPANIES HOUSE 22/12/97

purpose of that acquisition]. † (note 1)	
	Please do not write in this
The number and class of the shares acquired or to be acquired 48,418,496 orchivoury	margin
Shares of 5 pence each	Please complete legibly, preferably
The same	in black type, or
The assistance is to be given to: (note 2) BI GROUP PLC, NEVILLE HOUSE,	bold block lettering
42-46 HAGLEY ROAD, EDGBASTON, BIRMINGHAM, B16 8PZ	-
The assistance will take the form of:	
SEE APPENDIX B ATTACHED	
<u> </u>	
)	
<u> </u>	
<u> </u>	
The person of the second of th	
The person who [has acquired] (WXXXXXXXX) the shares is:	
BI GROUP PLC	[†] delete as
The adiabate the	
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	

Please do write in not this margin

The date on which the assistance is to be given is **SEE APPENDIX D ATTACHED**

19

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

delete either(a) or (b) as appropriate

I/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) I/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 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 Neville //www.	Declarants to sign below
HAGLEY ROLD, EDGBASTON	Men
BIRTINGIAM	() (Gal)
the 15 day of Detender	N. Vota
one thousand nine hundred and NALTY SEVEL	Ful Mossa
	Fludy 10030
before me	D. Hoda
A. KENNETH DYER	, and the
A Commissioner for Oaths or Notary Public or Justice	

NOTES

1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" section 152(3) of the Companies Act 1985.

on a Commissioner for Oath's.

of the Peace or a Solicitor having the powers conferred

- 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
- 5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies Companies House Crown Way Cardiff CF4 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies Companies House 37 Castle Terrace Edinburgh EH1 2EB

Appendix A

A. KENNETH DYER

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

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

Appendix B

The assistance will take the form of:



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

"the Acquisition"

the purchase by the Purchaser of the entire

issued share capital of Cortworth Limited, the Company's holding company

"the Agent"

Barclays Bank PLC

"the Bank(s)"

the parties defined as Banks in the Facility

Agreement

"the Borrower"

any person who is defined as a Borrower in

the Facility Agreement

"the Company"

Robinson & Hudson Manufacturing

Limited (Company No. 75/688)

"the Facility Agreement"

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 Finance Documents"

the documents defined as Finance

Documents in the Facility Agreement

"the Finance Parties"

those persons defined as Finance Parties in

the Facility Agreement

"the Purchaser"

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;
- 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



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

Connection of the Connection o

- (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

KAMG Andri PIC

KPMG Audit Plc Chartered Accountants Registered Auditor

Enclosure