

155(6)a

CHFP021

Please do not
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Pursuant to section 155(6) of the Companies Act 1985

Declaration in relation to assistance for the acquisition of shares

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

To the Registrar of Companies

Company number

00912556

Name of company (in full)

DATA LABEL Limited

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

✓ We ☒ Nigel Craig Trilk of Common Farm, Thame Road, Blackthorn, Bicester OX25 1TE

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

and Martin Paul Urquhart of 144 Canbury Park Road, Kingston-Upon-Thames, Surrey TW2 6LE

† delete as
appropriate

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

The business of the company is:

(a) ~~that of a banking company, insurance company,~~

(b) something other than the above §

§ delete whichever
is inappropriate

The company is proposing to give financial assistance in connection with the acquisition of shares in
the ~~company~~ [company's holding company] API Tenza Limited (Co. No.: 2027635)

~~Limited~~†

The assistance is for the purpose of [that acquisition] ~~[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: 3,448,000 ordinary shares of £1 each

You do not have to give any contact
information in the box opposite but if you
do, it will help Companies House to contact
you if there is a query on the form. The
contact information that you give will be
visible to searchers of the public record.

Morgan Cole (Ref: TAK.431765.1)

Apex Plaza, Forbury Road

Reading RG1 1AX

Tel 0118 955 3000

DX number 117878

DX exchange Reading Apex Plaza

When you have completed and signed the form please send it to the Registrar
of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ

DX 33050 Cardiff

for companies registered in England and Wales

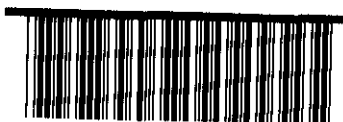
or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

DX 235 Edinburgh

for companies registered in Scotland

or LP - 4 Edinburgh 2



A28
COMPANIES HOUSE

0563
26/01/05

The assistance is to be given to: (note 2) TRI-Q Group Limited (Company Number: 5270955) whose
registered office is Common Farm, Thame Road, Blackthorn, Bicester OX25 1TE ("the Purchaser)

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:

Please see Appendix 1

The person who ~~has acquired~~ [will acquire]† the share is:

delete as
appropriate

The Purchaser

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

Please see Appendix 2

The amount of cash to be transferred to the person assisted is £ [details of inter company loan - if any]

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 hereof

▲ Please do not write in this margin

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

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

X/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)

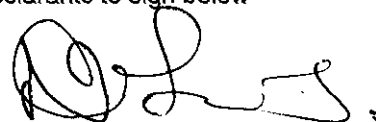
(a) X/We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date]* (note 3)

(b) [~~We intended to commence the winding up of the company within 12 months of that date, and I/we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding up.~~] (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 Aerodolishaw
25 Canon St
London

Declarants to sign below



Day Month Year
on

2	0	1	2	0	0	5
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before me Clare A. [illegible]

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.

Form 155(6)a for Data Label Limited (Company No:001912556) ("the Company")

APPENDIX 1

The assistance will take the form of an all assets composite guarantee and indemnity and debenture ("the Guarantee and Debenture") to be entered into by the Company in favour of GE Commercial Finance Limited ("GE").

Form 155(6)a for Data Label Limited (Company No:001912556) ("the Company")

APPENDIX 2

1. The principal terms of the Guarantee and Debenture are as follows:-

1.1 Secured Liabilities:

All present and future obligations and liabilities (whether actual or contingent, whether owed jointly or severally, as principal or as surety or in any capacity whatsoever) of each of API Tenza Limited ("Tenza"), API Coated Products Limited ("Coated Products"), Filmcast Extrusions Limited ("Filmcast"), TRI-Q Group Limited, MC 336 Limited, MC 337 Limited and Tenza Sales Limited (together referred to as the "Obligors") to GE on any account whatsoever and howsoever arising together with all costs, charges and expenses properly incurred by GE in connection with the Guarantee and Debenture ("Secured Liabilities").

1.2 Charges:

Fixed charges: charges to the Security Holder by way of separate fixed charges:

- (a) by way of legal mortgage each property specified in Schedule 1 of the Guarantee and Debenture owned by the Company;
- (b) by way of equitable mortgage the Company's property, other than the property or properties specified in Schedule 1;
- (c) all its Plant and Machinery listed in Schedule 3 of the Guarantee and Debenture together with all its other Plant and Machinery from time to time not listed in Schedule 3 and, in each case, the benefit of all its rights and claims against any person in respect of the design, construction, repair or replacement of the same;

- (d) all the Company's goodwill, unpaid and/or uncalled capital;
- (e) all the Company's Intellectual Property (as defined therein);
- (f) all the Company's Securities (as defined therein);
- (g) all loan capital, indebtedness or liabilities on any account or in any manner owing to the Company from any member of the Company's Group;
- (h) all amounts realised by an administrator or liquidator of the Company upon enforcement or execution of any order of the court under Part VI of the Insolvency Act 1986;
- (i) all its documents of title which at any time and for any purpose have been or may be deposited with GE and the property mentioned in such documents;
- (j) all of the Company's Non-Vesting Debts (as defined therein) to the extent not effectively assigned by way of security;
- (k) all of the Company's Other Debts (as defined therein);
- (l) all monies in the accounts specified in the Guarantee and Debenture and in any other account in the name of the Company under the control of or operated in accordance with the directions of GE.

Floating charge: charges to GE by way of a floating charge all of the Company's undertaking, property, rights and assets whatsoever and wheresoever, both present and future (including to the extent that any of such undertaking, property, rights and assets are not effectively charged from time to time by any of the fixed charges or assigned by way of security under the Guarantee and Debenture);

Assignments by way of security: assigns and agrees to assign by way of security to GE all its rights, title and interest in and to:

- (a) the benefits arising under the Policies (as defined therein);
- (b) the Non-Vesting Debts; and
- (c) any contracts relating to or benefiting any of the charged assets referred to above.

1.3 The principal terms of the Guarantee and Indemnity are as follows:-

The Company unconditionally and irrevocably guarantees to GE the punctual payment, performance and discharge on demand of the Secured Liabilities. The Company also agrees to hold harmless and indemnify fully GE against any loss which GE may incur as a result of any of the Secured Liabilities being or becoming void, voidable or unenforceable for any reason whatsoever or any breach or non-observance by any Obligor of any obligation to GE including those under the Guarantee and

Debenture. The amount of such loss shall be the amount which GE would otherwise have been entitled to recover from such other Obligor.

The continuing nature of the Guarantee will not be affected by anything done by GE concerning the Company such as varying the facilities provided to the Obligors from time to time, any other security taken by GE for the Secured Liabilities or any other arrangement made in respect of the Secured Liabilities or of any security for it i.e. giving of indulgence or grant of release and the guarantee within the Guarantee and Debenture will not be discharged or otherwise affected by any invalidity or unenforceability of, or irregularity or defect in, such guarantee or any other security for the Secured Liabilities which GE holds from time to time.

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Clarkson Hyde
CHARTERED ACCOUNTANTS

Data Label Limited
Carlton Park Industrial Park
Saxmundham
Suffolk
IP17 2NL

Dear Sirs

Auditors' report to the directors of Data Label Limited ("the Company") pursuant to section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors of the Company dated 20 January 2005 in connection with the proposal that the Company should give financial assistance for the purchase of the whole of the issued share capital of the Company's holding company, API Tenza Limited.

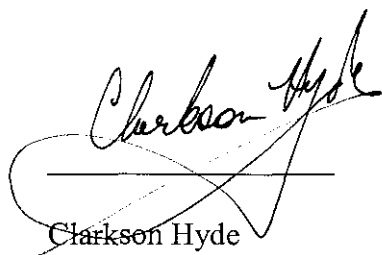
Basis of opinion

We have enquired into the state of affairs of the Company 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 the 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



Clarkson Hyde

20 January 2005