

CHA 116

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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

For official use

Company number

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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1065048

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

Name of company

* JANI-JACK LIMITED

*Insert full name
of company

Insert name(s) and
address(es) of all
the directors

x/Wet - Allan John Christopher of Glenside, 12 Pennard Road, Kittle,
Swansea, West Glamorgan, SA3 3JS; Chris Papadopoulos of Ormiston
Lodge, 2 Derwen Fawr Road, Derwen Fawr, Swansea, West Glamorgan, SA2
8AA; Paul Frost of 41 Acacia Gardens, Bathpool, Taunton, Somerset,
TA2 8TA; and Michael Graham Sartin of ~~26 The Oaks, Taunton, Somerset,~~
~~TA1 2QX~~ 11 LONGS FIELD NORTH CURRY
TAUNTON SOMERSET TA3 6NA

§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:

‡Delete whichever is inappropriate

(a) that of a ~~licensed~~ ~~bank~~ ~~institution~~ within the meaning of the Banking Act 1987;

(b) that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on insurance business in the United Kingdom;

(c) something other than the above.

The company is proposing to give financial assistance in connection with the acquisition of shares in the [company] [~~company's holding company~~ xx
xx Limited].
The assistance is for the purpose of [that acquisition] [~~reducing or discharging a liability incurred for the purposes of that acquisition.~~]

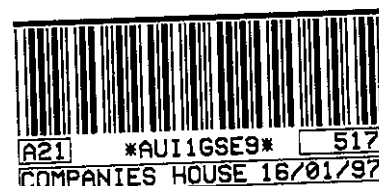
The number and class of the shares acquired or to be acquired is: 500,000 Ordinary Shares
of £1 each

Presenter's name, address and reference (if any):

Simmons & Simmons
21 Wilson Street
London
EC2M 2TX
Ref: MFM
DX No 12 London

For official use
General Section

Post room



The assistance is to be given to: (note 2) Addis Group Limited, incorporated in England
and Wales under registered number 3154819 and whose registered office is at
River Bank, Swansea, SA1 7DD

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

The assistance will take the form of:

See Appendix 1

The person who ~~has acquired~~ [will acquire]* the shares is:

*Delete as
appropriate

Addis Group Limited, incorporated in England and Wales under registered number 3154819 and
whose registered office is at River Bank, Swansea, SA1 7DD

The principal terms on which assistance will be given are:

See Appendix 2

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 10 January 19 97

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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) ~~[X is intended to commence the winding-up of the company within 12 months of that date, and X/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 X/we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

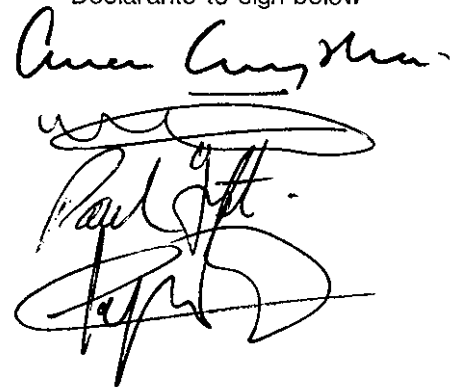
Declared at CITY GATE HOUSE, 39-45 FINCHBURY
SQUARE, LONDON EC2A 1NU

the 10th day of January
One thousand nine hundred and 97

before me SO Madero

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

Declarants to sign below



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.

Appendix 1

Jani-Jack Limited

(Company No. 1065048)

Form 155(6)a

1. The execution and delivery by the Company of a composite guarantee and debenture (the "Guarantee and Debenture"), to be executed in favour of The Governor and Company of the Bank of Scotland (the "Bank") pursuant to which the Company will provide security for the due performance by Addis Group Limited (and its subsidiaries) of all its obligations to the Bank under a loan facility agreement dated 08 March 1996 (the "Facility Agreement") between (1) Addis Group Limited and (2) certain subsidiaries of Addis Group Limited, which, it is intended will include the Company and (3) the Bank, or otherwise and the due performance by the Company of its obligations to the Bank under the proposed new facility agreement (described in paragraph 2 below), or otherwise, by way of creating fixed and floating charges over its entire assets and undertaking.
2. The accession of the Company to a loan facility arrangement currently governed by the Facility Agreement pursuant to which the Bank makes available to Addis Group Limited and to its subsidiaries, loan facilities and overdraft facilities to provide the general working capital required by Addis Group Limited (and its subsidiaries).

Appendix 2

Jani-Jack Limited

(Company No. 1065048)

Form 155(6)a

It is a condition of the provision of the loan facility under the Bridging Letter dated ~~14~~¹⁰ January 1997 and made between the Bank and Addis Group Limited, that the Company enters into the guarantee and debenture in favour of the Bank whereby the Company irrevocably and unconditionally:-

- (1) as principal debtor and not merely as surety covenants with the Bank that it will pay or discharge the indebtedness of each Obligor (as defined in the Facility Agreement) to the Bank on the due dates therefor in the manner provided in the relevant Financing Documents (as defined);
- (2) guarantees to the Bank the due and punctual payment, observance and performance of all liabilities owing by each Obligor (as defined) as and when the same become due;
- (3) as principal debtor undertakes to the Bank that if and each time that another Obligor shall be in default in the payment or performance of any of its liabilities, the Company will on demand from the Bank make good the default and pay all sums which may be payable in respect thereof as if the Company instead of such Obligor were the principal debtor in respect thereof, together with interest thereon at the rate per annum from time to time payable by such Obligor on such sums from the date when such sums become payable by the Company under the Guarantee and Debenture until payment of the indebtedness in full;
- (4) agrees as a primary obligation to indemnify the Bank on demand by the Bank from and against any loss incurred by the Bank in connection with the non-payment or non-performance of any of the liabilities owing by any other Obligor or as a result of any of the liabilities or any of the Financing Documents being or becoming void, voidable, unenforceable or ineffective as against any other Obligor for any reason whatsoever, whether or not known to the Bank or any other person, the amount of such loss being the amount which the person or persons suffering it would otherwise have been entitled to recover from such Obligor;
- (5) with full title guarantee, as continuing security for the payment, discharge and performance of the liabilities of each Obligor to the Bank, charges with the payment and discharge of all such indebtedness all its assets and undertakings (both present and future from time to time owned by the Company or in which the Company is from time to time interested) by way of fixed and floating charges.



Marlborough House
Fitzalan Court
Fitzalan Road
Cardiff
CF2 1TE
United Kingdom

Tel +44 (0) 1222 468000
Fax +44 (0) 1222 468200
DX 33079 Cardiff 1

The Directors
Jani-Jack Limited
Coat Road
Martock
SOMERSET
TA12 6EY

Our ref dab/rm-h/09

Contact Alun Bowen
Tel 01222 - 468010

10 January 1997

Dear Sirs

Auditors' report to the directors of Jani-Jack Limited pursuant to Section 156(4) of the Companies Act 1985.

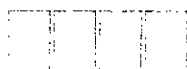
We have examined the attached statutory declaration of the directors dated 10 January 1997 in connection with the proposal that the company should give financial assistance for the purchase of 100% of the company's ordinary shares. We have enquired into the state of the company's affairs in order to review the bases for the statutory declaration.

We are not aware of anything to indicate that the opinion expressed by the directors in 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

KPMG

KPMG



Member firm of
KPMG International

KPMG is registered
to carry on audit work and
authorised to carry on
investment business

by the Institute of
Chartered Accountants in
England and Wales. The
principal place of

business is 8 Salisbury
Square, London EC4Y 8BB
where a list of partners'
names is open to inspection.



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