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COMPANIES FORM No. 155(6)a

**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
(Address overleaf - Note 5)

For official use

Company number

01232696

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

Name of company

* Doulton Insulators Limited (the "Company")

* insert full name
of company

I/We ☐ See Appendix 1

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

† 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 recognised bank (licensed institution) within the meaning of the Banking Act 1979~~

~~(b) that of a person authorised under section 8 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 Allied Insulators Limited ~~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: _____
7,975,050 Ordinary shares of £1 each

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

Eversheds Solicitors
Cloth Hall Court
Infirmary Street
Leeds
LS1 2JB
DX: 12027 Leeds-27
C4.AMS.Com1_85631

For official Use
General Section

Post room



The assistance is to be given to: (note 2) Jiltgrove Limited, BNY International Limited and Capital Partners II Limited

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

The assistance will take the form of:

See Appendix 2

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

[†] delete as appropriate

Jiltgrove Limited

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

See Appendix 3

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 within 8 weeks of the date hereof 19

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in black type, or
bold block lettering

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

I/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) [I/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) [~~It is 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 Cloth Hall Court
Leeds

the 20th day of May
one thousand nine hundred and Nineteen

before me [Signature]

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

[Signature]
[Signature]
[Signature]

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.
- 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
37 Castle Terrace
Edinburgh
EH1 2EB

DOULTON INSULATORS LIMITED

APPENDICES TO FORM 155(6)a

APPENDIX 1

Name: Edward Duke

Address: Healaugh Lodge Farm, Wighill Lane, Near Tadcaster, LS24 8HG

Name: Paul William Farmer

Address: 20 Virginia Drive, Wakefield, WF3 3TA

Name: Alan Raymond Cooper

Address: 63 Seven Star Road, Solihull, B91 2BZ

DOULTON INSULATORS LIMITED

APPENDICES TO FORM 155(6)a

APPENDIX 2

1. The entering into of the following (or of the documents relating thereto) to which the Company is to be a party as the same may be amended varied supplemented or substituted from time to time:-
 - 1.1 a facilities agreement for the provision to Jiltgrove Limited (the "Parent") and certain subsidiaries of (1) a secured term loan of up to £840,000 relating to properties (the "Loan Facility"), (2) a loan facility relating to plant and machinery of up to £588,000 (the "Plant and Machinery Loan Facility"), (3) an inventory facility of up to £750,000 (the "Inventory Facility") and (4) an over advance facility of up to £1,000,000 (the "Over Advance Facility") to be made between the Parent, Allied Insulators Limited ("Allied"), Wade Ceramics Limited, Wade Potteries Limited, Allied Insulators Group Limited and BNY International Limited (the "Bank") (the "Facilities Agreement");
 - 1.2 an invoice discounting facility agreement to be made between Wade Ceramics Limited and the Bank (the "Invoice Discounting Agreement");
 - 1.3 an invoice discounting facility agreement to be made between Allied Insulators Group Ltd ("Insulators Group") and the Bank (the "Second Invoice Discounting Agreement" and together with the Invoice Discounting Agreement the "I D Agreements");
 - 1.4 two loan note instruments between the Parent and Capital Partners II Limited (as Trustee) (the "Loan Note Instruments");
 - 1.5 a form of composite guarantee and debenture to be given by Allied and each of its subsidiaries and Wade Potteries Limited ("Wade") and its subsidiaries (together the

"Group") to the Bank securing, among other obligations, sums due under the Facilities Agreement and the ID Agreements (the "Debenture");

- 1.6 an assignment of key-man insurance to be entered into by the Parent in favour of the Bank and Capital Partners II Limited (as Trustee) (the "Insurance Assignment");
- 1.7 an intra group funding agreement to be made between the Parent and the Company and the other members of the Group (the "Intra Group Funding Agreement");
- 1.8 a form of composite guarantee and debenture to be given by the Company and the other members of the Group to Capital Partners II Limited (as Trustee) securing payments to be made under the Loan Note Instruments (the "Second Debenture");
- 1.9 an intercreditor deed between amongst others BNY International Limited (1) Capital Partners II Limited (as Trustee) (2) Jiltgrove Limited and (3) the Companies Named therein (the Group Companies) (the "Intercreditor Deed");

(each such document being a "Document");

(The Facilities Agreement and the ID Agreements are together referred to as the "Bank Facility Agreements").

DOULTON INSULATORS LIMITED

APPENDICES TO FORM 155(6)a

APPENDIX 3

1. Under the terms of the Debenture the Company, inter alia, guarantees to the Bank the performance of the obligations of the Parent and the Group from time to time owing at any time to the Bank. The obligations include the obligations of the Parent and the Group from time to time under the Bank Facilities Agreements.
2. Under the terms of the Debenture the Company further charges all of its assets and undertaking as security for the payment and discharge of all moneys, liabilities and obligations owing at any time to the Bank including the obligations in respect of the guarantee outlined in paragraph 1 above and in respect of the Bank Facilities Agreements.
3. Under the terms of the Second Debenture the Company, inter alia, guarantees the performance of the Parent and the Group to Capital Partners II Limited ("CPL") under the Loan Note Instruments.
4. Under the terms of the Second Debenture the Company further charges all of its assets and undertaking as security for the payment and discharge of all moneys, liabilities and obligations owing at any time to CPL including the obligations in respect of the guarantee outlined in paragraph 3 above and in respect of the Loan Note Instruments.
5. Under the terms of the Intra Group Funding Agreement the Company is undertaking obligations and liabilities to ensure that the Parent and the Group are able to fund their obligations under the Bank Facility Agreements and the Loan Note Instruments.

In entering into the various Documents referred to above the Company is entering into obligations and assuming liabilities and giving security in connection with the acquisition of

shares in Allied and may in the future be called upon pursuant to any of the Documents referred to in this declaration to discharge obligations and/or liabilities arising in connection with the acquisition of shares in Allied by the Parent.

Auditors' report to the directors of Doulton Insulators Limited pursuant to section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors dated 20 May 1999 in connection with the proposal that the company should give financial assistance for the purchase of the share capital of Allied Insulators Limited.

Respective responsibilities of directors and auditors

The company's directors are responsible for the statutory declaration. It is our responsibility to review the bases for the declaration, based on our inquiries into the state of the company's affairs, and to provide a report to the directors.

Basis of opinion

We have inquired into the state of the company's affairs so far as necessary for us 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.

Arthur Andersen

Arthur Andersen
Chartered Accountants
1 City Square
Leeds
LS1 2AL

20 May 1999