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COMPANIES FORM No. 155(6)a

Declaration in relation to assistance for the acquisition of shares

155(6)a

CHFP025

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 lettering

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

[] [] [] [] [] []

1016094

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

Name of company

* Autobar Flexible UK Limited (the "Company")

* insert full name of company

We O G Smadja, A Cunliffe and S Dawson (see attached Rider 1 for the details of the directors' full names and addresses), being

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 1985~~

~~(b) that of a person authorised under section 660 of the Insolvency Companies Act 1985 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~~ company's ultimate holding company

Autobar Group Limited††

The assistance is for the purpose of ~~the 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: 35,000,000 ordinary shares of £1.00 each

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

Lovells
Atlantic House
Holborn Viaduct
London
EC1A 2FG
1359197.2/F3EMLY/TSJWC

For official Use
General Section



LD5
COMPANIES HOUSE
0276
06/08/04

The assistance is to be given to: (note 2) Acorn (UK) 1 Limited
of Warwick Court, Paternoster Square, London EC4M 7DX

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 Rider 2

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

† delete as
appropriate

Acorn (UK) 1 Limited (Company number 5073078)

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

Please see Rider 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 today's date

Please do not write in this margin

~~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)

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

(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) [It is intended to commence the winding up of the company within 12 months of that date, and 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)~~

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

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 LOVELLS
ATLANTIC HOUSE, LONDON
EC1A 2FG

Declarants to sign below

Day Month Year
on

0	2	0	8	2	9	0	4
---	---	---	---	---	---	---	---

before me J CLAMP J CLAMP

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

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

"This is the rider marked "rider 1, "rider 2" and "rider 3" referred to in the statutory declaration of Autobar Flexible UK Limited declared this second day of August 2004. Before me

J Clump Solicitor

Autobar Flexible UK Limited
1016094
(the "Company")

RIDERS TO FORM 155(6)A

RIDER 1: NAMES AND ADDRESSES OF DIRECTORS

Olivier Smadja	3 Rue de Planit, 69110 Sainte Foy Les Lyon
Andrew Harvey Cunliffe	Easter Cottage, 27 Cedar Street, Braunston, Oakham, Rutland LE15 8QS
Stephen Robin Dawson	Malita, Rickmanhill Road, Chipstead, Surrey CR5 3LA

RIDER 2: FORM OF FINANCIAL ASSISTANCE

1. SENIOR FACILITIES AGREEMENT

1.1 The execution by the Company of an accession letter dated on or about the date of this Form 155(6)a to a senior facilities agreement entered into between BNP Paribas, Deutsche Bank AG London and The Governor and Company of the Bank of Scotland (in various capacities), Lees (Guernsey) Limited (as Newco), Acorn Netherlands (3) B.V. and certain Subsidiaries of Charden International B.V. (as Parent) (as Original Borrowers) and certain Subsidiaries of the Parent (as Original Guarantors) dated 12 May 2004 (which was amended and restated on 2 July 2004) as amended, supplemented, novated and/or replaced from time to time) (the "**Senior Facilities Agreement**") which sets out the terms on which BNP Paribas, Deutsche Bank AG and The Governor and Company of the Bank of Scotland (as Original Lenders) would provide:

- (a) a senior multicurrency term loan facility of EUR 195,000,000 ("**Facility A**");
- (b) a senior multicurrency term loan facility of EUR 97,500,000 ("**Facility B**");
- (c) a senior multicurrency term loan facility of EUR 97,500,000 ("**Facility C**");
- (d) a senior multicurrency term loan facility of EUR 50,000,000 ("**Facility D**");
- (e) a senior multicurrency term loan facility of EUR 150,000,000 to be drawn down as Facility E Tranche A1 of EUR 75,000,000, Facility E Tranche B1 of EUR 37,500,000 and Facility E Tranche C1 of EUR 37,500,000 ("**Facility E**") (together with Facility A, Facility B, Facility C and Facility D the "**Term Facilities**"); and
- (f) a senior multicurrency revolving credit facility of EUR 65,000,000 (the "**Revolving Facility**"),

together ("**the Senior Facilities**").

Each capitalised term used in this paragraph 1 is as defined in the Senior Facilities Agreement if not otherwise defined herein.

Each Term Facility is made available to the relevant Borrowers for the purposes specified therein, being in relation to Facilities A, B, C and D:

- (a) payment to the Vendor for the purchase price for the Target Shares under the Acquisition Agreement;

- (b) payment of the Acquisition Costs; and
- (c) refinancing certain Financial Indebtedness of the Target and its Subsidiaries to third parties,

as described in the Funds Flow Statement and/ or the Structure Memorandum and

in relation to Facility E:

- (d) funding Permitted Acquisitions including refinancing any existing indebtedness associated with such acquisition.

The Revolving Facility is made available to all the Borrowers for working capital and general corporate purposes.

- 1.2 By executing the accession letter to the Senior Facilities Agreement, the Company will also give certain representations and warranties, covenants and indemnities to the Finance Parties to enable the Finance Parties to make the facilities under the Senior Facilities Agreement available.
- 1.3 Pursuant to the Senior Facilities Agreement the Company irrevocably and unconditionally (jointly and severally with the other Guarantors):
 - (a) guarantees to each Finance Party punctual performance by each other Obligor of all that Obligor's obligations under the Finance Documents;
 - (b) undertakes with each Finance Party that whenever another Obligor does not pay any amount when due under or in connection with any Finance Document, that Guarantor shall immediately on demand pay that amount as if it was the principal obligor; and
 - (c) indemnifies each Finance Party immediately on demand against any cost, loss or liability suffered by that Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which that Finance Party would otherwise have been entitled to recover.

2. **MEZZANINE FACILITY AGREEMENT**

- 2.1 The execution by the Company of an accession letter dated on or about the date of this Form 155(6)a to a mezzanine facility agreement entered into between that BNP Paribas, Deutsche Bank AG London and The Governor and Company of the Bank of Scotland (in various capacities) and Lees (Guernsey) Limited (as Newco), Acorn Netherlands (3) B.V. and certain Subsidiaries of the Parent (as Original Guarantors) have entered into a mezzanine facility agreement dated 12 May 2004 (which was amended and restated on 2 July 2004) (as amended, supplemented, novated and/or replaced from time to time) (the "**Mezzanine Facility Agreement**") which sets out the terms on which BNP Paribas, Deutsche Bank AG London and The Governor and Company of the Bank of Scotland (as Original Lenders) would provide to the Borrower a mezzanine term facility of EUR 75,000,000.

Each capitalised term in this paragraph 2 is as defined in the Mezzanine Facility Agreement if not otherwise defined herein.

It was noted that the purpose of entering into the Mezzanine Facility Agreement was for:

- (a) payment to the Vendor of the purchase price for the Target Shares under the Acquisition Agreement;
- (b) payment of the Acquisition Costs;
- (c) refinancing certain Financial Indebtedness of the Target and its Subsidiaries to third parties;

as described in the Funds Flow Statement and/or the Structure Memorandum (as defined in the Mezzanine Facility Agreement).

- 2.2 By executing the accession letter to the Mezzanine Facility Agreement, the Company will also give certain representations and warranties, covenants and indemnities to the Finance Parties to enable the Finance Parties to make the Facility available.
- 2.3 Pursuant to the Mezzanine Facility Agreement the Company irrevocably and unconditionally (jointly and severally with the other Guarantors):
- (a) guarantees to each Finance Party punctual performance by each other Obligor of all that Obligor's obligations under the Finance Documents;
 - (b) undertakes with each Finance Party that whenever another Obligor does not pay any amount when due under or in connection with any Finance Document, that Guarantor shall immediately on demand pay that amount as if it was the principal obligor; and
 - (c) indemnifies each Finance Party immediately on demand against any cost, loss or liability suffered by that Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which that Finance Party would otherwise have been entitled to recover.

Each capitalised term used in this paragraph 2 and (where relevant) subsequently in this Rider 2 is as defined in the Mezzanine Loan Agreement.

3. **INTERCREDITOR DEED**

The entry by the Company into a deed of accession to the Intercreditor Agreement (the "**Intercreditor Accession Deed**") pursuant to which the Company will accede to the intercreditor agreement entered into between (i) The Governor and Company of the Bank of Scotland, as senior and mezzanine agents, (ii) The Governor and Company of the Bank of Scotland, as security agent, (iii) the Senior Lenders, (iv) the Mezzanine Lenders, (v) the Hedge Counterparties (if any), (vi) Charden International B.V., Acorn (Netherlands) 2 B.V. and Acorn (Netherlands) 3 B.V. as Obligors, the Investors, the Intra-group Lenders and others (each as defined therein) (as amended, supplemented, novated and/or replaced from time to time) (the "**Intercreditor Agreement**") governing (amongst other things) the priorities between the parties thereto.

4. **DEBENTURE**

The entry by the Company (as required pursuant to the terms of the Senior Facilities Agreement and the Mezzanine Facility Agreement) into a deed of accession and charge (the "**Deed of Accession and Charge**") pursuant to which the Company will accede to a debenture (as amended, supplemented, novated and/or replaced from time to time) (the "**Debenture**") charging the whole of its property, assets and undertaking from time to time in favour of The Governor and Company of the Bank of Scotland (as security agent for the Secured Parties (as defined in the Intercreditor Agreement)) to secure the liabilities of

the Company under the Finance Documents (as such term is defined in the Senior Facilities Agreement and the Mezzanine Facility Agreement).

5. The performance by the Company of other acts in connection with the acquisition of the shares and the financing of that acquisition.

RIDER 3: THE PRINCIPAL TERMS ON WHICH THE FINANCIAL ASSISTANCE WILL BE GIVEN

1. SENIOR FACILITIES AGREEMENT

By executing the accession letter to the Senior Facilities Agreement (as defined in Rider 2 above) the Company will, amongst other things:

- 1.1 irrevocably and unconditionally (jointly and severally with the other Guarantors):
 - (a) guarantee to each Finance Party punctual performance by each other Obligor of all that Obligor's obligations under the Finance Documents;
 - (b) undertake with each Finance Party that whenever another Obligor does not pay any amount when due under or in connection with any Finance Document, that Guarantor shall immediately on demand pay that amount as if it was the principal obligor; and
 - (c) indemnify each Finance Party immediately on demand against any cost, loss or liability suffered by that Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which that Finance Party would otherwise have been entitled to recover; and
- 1.2 give various representations and warranties, undertakings, covenants and indemnities, and agree to pay certain costs, fees and expenses to the Finance Parties.

In this paragraph 1 each capitalised term has the meaning given to it in the Senior Facilities Agreement (as defined in Rider 2 above) unless otherwise defined in this paragraph 1.

2. MEZZANINE FACILITY AGREEMENT

By executing the accession letter to the Mezzanine Facility Agreement (as defined in Rider 2 above) the Company will, amongst other things:

- 2.1 irrevocably and unconditionally (jointly and severally with the other Guarantors):
 - (a) guarantee to each Finance Party punctual performance by each other Obligor of all that Obligor's obligations under the Finance Documents;
 - (b) undertake with each Finance Party that whenever another Obligor does not pay any amount when due under or in connection with any Finance Document, that Guarantor shall immediately on demand pay that amount as if it was the principal obligor; and
 - (c) indemnify each Finance Party immediately on demand against any cost, loss or liability suffered by that Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which that Finance Party would otherwise have been entitled to recover; and

- 2.2 give various representations and warranties, undertakings, covenants and indemnities, and agree to pay certain costs, fees and expenses to the Finance Parties.

In this paragraph 2 each capitalised term has the meaning given to it in the Mezzanine Facility Agreement (as defined in Rider 2 above) unless otherwise defined in this paragraph 2.

3. **DEBENTURE**

- 3.1 By executing the deed of accession and charge to the Debenture (as defined in Rider 2 above), the Company will, amongst other things:

- (a) covenant with the Security Agent as Security Agent for the Secured Parties that it shall on demand of the Security Agent discharge all obligations which the Company may at any time have to the Security Agent (whether for its own account or as Security Agent for the Secured Parties) or any of the other Secured Parties under or pursuant to the Finance Documents (including the Debenture and any Mortgage) including any liability in respect of any further advances made under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) and the Company shall pay to the Security Agent when due and payable every sum at any time owing, due or incurred by the Company to the Security Agent (whether for its own account or as Security Agent for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities Provided that neither such covenant nor the security constituted by the Debenture or any Mortgage shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law;
- (b) subject to clause 3.3 of the Debenture (*Exceptions to fixed Security*), the Company will charge with full title guarantee in favour of the Security Agent as Security Agent for the Secured Parties as security for the payment and discharge of the Secured Obligations, by way of first fixed charge (which so far as it relates to Real Property which is land in England and Wales vested in the Company at the date of the Debenture shall be a charge by way of legal mortgage) all the Company's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party):
- (i) the Real Property;
 - (ii) the Tangible Moveable Property;
 - (iii) the Accounts;
 - (iv) the Intellectual Property;
 - (v) any goodwill and rights in relation to the uncalled capital of the Company;
 - (vi) the Investments;
 - (vii) the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise); and

- (viii) all Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture and all Related Rights;
- (c) subject to clause 3.3 of the Debenture (*Exceptions to fixed Security*), the Company will assign with full title guarantee to the Security Agent as Security Agent for the Secured Parties as security for the payment and discharge of the Secured Obligations all the Company's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party):
 - (i) the proceeds of any Insurance Policy and all Related Rights;
 - (ii) all rights and claims in relation to any Assigned Account; and
 - (iii) each of the Specific Contracts.
- (d) the fixed Security from time to time constituted under the Debenture does not extend to any asset situated in Scotland to the extent that, and for so long as, any such fixed Security would be invalid or ineffective under Scottish law.
- (e) subject to clause 3.3 of the Debenture (*Exceptions to fixed Security*), the Company will charge with full title guarantee in favour of the Security Agent as Security Agent for the Secured Parties as security for the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking of the Company, other than any asset which is situated in England and Wales and which is validly and effectively charged under the laws of England and Wales by way of fixed security created under a Finance Document in favour of the Security Agent as security for the Secured Obligations.
- (f) paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to Clause 3.4 of the Debenture (*Floating Charge*); and
- (g) give various undertakings, covenants and indemnities, and agree to pay certain costs, fees and expenses to the Finance Parties.

3.2 The Company also agrees:

- (a) it shall promptly enter into a Mortgage over any Real Property and do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)):
 - (i) to perfect the security created or intended to be created in respect of the Charged Property (which may include the execution by the Company of a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, Charged Property) or for the exercise of the Collateral Rights;
 - (ii) to confer on the Security Agent security over any property and assets of the Company located in any jurisdiction outside England and Wales equivalent or similar to the security intended to be conferred by or pursuant to the Debenture; and/or
 - (iii) to facilitate the realisation of the Charged Property;

- (b) it shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any security conferred or intended to be conferred on the Security Agent by or pursuant to the Debenture and any Mortgage;
- (c) it shall use all reasonable endeavours to obtain (in form and content reasonably satisfactory to the Security Agent) as soon as possible any consents necessary including any consent necessary for any Mortgage to enable the assets of the Company to be the subject of an effective fixed charge or assignment pursuant to clause 3 (*Fixed Charges, Assignments and Floating Charge*) of the Debenture and, immediately upon obtaining any such consent, the asset concerned shall become subject to such security and the Company shall promptly deliver a copy of each consent to the Security Agent; and
- (d) that the obligations of the Company under the Debenture and any Mortgage shall be in addition to the covenants for title deemed to be included in the Debenture and any Mortgage by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994;
- (e) the covenants for further assurances shall remain in full force and effect notwithstanding any amendments, variations or novations from time to time of the Finance Documents or any assignment, transfer or novation of the rights and obligations of any Lender (as defined in the Intercreditor Agreement) or the Security Agent; and
- (f) the Company undertakes that without the prior written consent of the Security Agent it shall not, at any time during the subsistence of the Debenture or any Mortgage, create or permit to subsist any Security over all or any part of the Charged Property other than Security permitted pursuant to the Senior Facilities Agreement or the Mezzanine Facility Agreement.

In this paragraph 3 each capitalised term has the meaning given to it in the Debenture (as defined in Rider 2 above) unless otherwise defined in this paragraph 3.

4. INTERCREDITOR DEED

By entering into the deed of accession to the Intercreditor Agreement (as defined in Rider 2 above), the Company will, acknowledge (amongst other things):

- 4.1 The priorities between the parties thereto;
- 4.2 That subject to the terms of the Intercreditor Agreement each of the Parties agrees that the Liabilities owed by the Obligors to the Lenders, and the Transaction Security granted by the Obligors to the Secured Parties, rank in the following order and are postponed and subordinated to any prior ranking Liabilities as follows:
 - (a) **first**, the Senior Liabilities; and
 - (b) **second**, the Mezzanine Liabilities.
- 4.3 That subject to the terms of the Intercreditor Agreement each of the Parties agrees that the Subordinated Liabilities, the Intra-Group Liabilities and the Parent Liabilities are postponed and subordinated to the Liabilities owed by the Obligors to the Priority Creditors.
- 4.4 That the Obligors may pay, repay, redeem or acquire the Senior Liabilities at any time in accordance with the terms of the Senior Finance Documents.

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- 4.5 The Company will give various representations and warranties, undertakings, covenants and indemnities, and agree to pay certain costs, fees and expenses to the Finance Parties.
- 4.6 If the Parent fails to perform any of its obligations under clause 20 of the Intercreditor Agreement (*Fees and expenses*), each Priority Creditor shall (in the proportion that the Liabilities due to it bears to the aggregate of the Liabilities due to all the Priority Creditors for the time being (or, if the Liabilities of each of those Priority Creditors is zero, immediately prior to their being reduced to zero)), indemnify the Security Agent within three Business Days of demand against any cost, loss or liability incurred by the Security Agent as a result of that failure to perform and the Parent shall indemnify each of the Priority Creditors against any payment made by it under clause 21.1 of the Intercreditor Agreement.

In this paragraph 4 each capitalised term has the meaning given to it in the Intercreditor Agreement (as defined in Rider 2 above), unless otherwise defined in this paragraph 4.

JC

The Directors
Autobar Flexible UK Limited
Autobar House
41/42 Kew Bridge Road
Brentford
Middlesex
TW8 0DY

2 August 2004

Dear Sirs

Auditors' report to the directors of Autobar Flexible UK Limited pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors of Autobar Flexible UK Limited ("the Company") dated 2 August 2004 in connection with the proposal that the Company should give financial assistance for the purchase of 35,000,000 of the ordinary shares of the Company's holding company, Autobar Group Limited. This report, including the opinion, has been prepared for and only for the Company and the Company's directors in accordance with Section 156 of the Companies Act 1985 and for no other purpose. We do not, in giving the opinion set out below, accept or assume responsibility for any other purpose or to any other person to whom this report is shown or into whose hands it may come save where expressly agreed by our prior consent in writing.

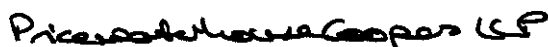
Basis of opinion

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



PricewaterhouseCoopers LLP
Chartered Accountants and Registered Auditors