

A4D
COMPANIES HOUSE

The assistance is for the purpose of ~~XXXXXXX~~ [reducing or discharging a liability incurred for the purpose of that acquisition].† (note 1)

Please do not write in this margin

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

The number and class of the shares acquired or to be acquired is: 78,984,893 Ordinary Shares
pence each and 3,600,000 4.75% Cumulative Preference Shares of 50 pence each

The assistance is to be given to: (note 2) Please see attached Schedule 2

The assistance will take the form of:

Please see attached Schedule 3

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

† delete as appropriate

Prestige Acquisitions Limited (Reg. no. 4066334) whose registered office is
at 78 Cannon Street, London EC4P 5LN

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

Please see attached Schedule 4

The amount (if any) by which the net assets of the company which is giving the assistance will be reduced by giving it is Nil

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 £ ~~£300,000~~ Nil

within 8 weeks of the date hereof

~~X~~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) ~~We~~ 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)

(b) ~~It is intended to commence the winding up of this company within 12 months of that date, and the~~
~~have ordered the liquidator 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 55 OLD BROAD STREET

Declarants to sign below

on

Day		Month		Year			
0	5	0	2	2	0	0	3

before me ~~John~~

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

John Boden
M. Chafe

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:-

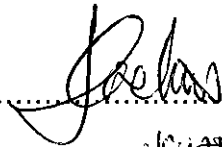
The Registrar of Companies
Companies House
37 Castle Terrace
Edinburgh
EH1 2EB

SCHEDULES 1 - 4

Powell Duffryn Limited – Registered Number 298073

These are Schedules 1-4 referred to in the attached Form 155(6)b declared by the director(s) listed in Schedule 1 who are all the directors of Powell Duffryn Limited. Such Form 155(6)b was sworn before me on 05/02/ 2003.

SIGNED.....



JONATHAN CORNELIUS

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

SCHEDULE 1

Powell Duffryn Limited – Registered Number 298073

Mark Raymond Clarke
17 Wemyss Road
Blackheath
SE3 0TG

Stephen Clive Harris
Northolt
Thames Street
Sunbury on Thames
Middlesex
TW16 6AG

John Francis Soden
98 Alleyn Road
London
SE21 8AH

SCHEDULE 2

Powell Duffryn Limited – Registered Number 298073

The assistance is to be given to Prestige Acquisitions Limited (Reg. No 4066334) whose registered office is at 78 Cannon Street, London EC4P 5LN.

SCHEDULE 3

Powell Duffryn Limited – Registered Number 298073

The assistance will take the form of the execution and delivery by the Company of the Intercreditor Deed (including the Guarantee contained therein), the Danish Sale and Purchase Agreement and the Norwegian Sale and Purchase Agreement.

Words and expressions used in this Statutory Declaration are defined in paragraph 4 of Schedule 4.

SCHEDULE 4

Powell Duffryn Limited – Company Number 298073

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

1. The Intercreditor Deed:-

- 1.1 will contain provisions whereby the company will agree with the other parties thereto that, inter alia, the Debt shall rank in right and priority of payment in the following order; first, the Senior Debt and the Hedging Debt *pari passu*, without any preference between themselves; and second, the Vendor Debt, the Subordinated Debt and the Intercompany Debt and the Company and others will agree to certain subordination provisions in relation to the Debt;
- 1.2 will provide that each Group Obligor (including the Company) will jointly and severally and irrevocably and unconditionally guarantee to each Hedging Bank payment in full of the Hedging Debt owed to it by any other Group Obligor on the same terms and subject to the same limitations as are set out in Clause 19 (*Guarantee and Indemnity*) of the Facilities Agreement the principal terms of which are set out in paragraphs 1.1 and 1.2 above; and
- 1.3 will contain a number of indemnities from the Company to the Finance Parties and the Hedging Banks in relation to certain costs, losses, expenses and liabilities sustained or incurred by the Finance Parties in relation to the Finance Documents.

2. The Danish Sale and Purchase Agreement:-

The Company will enter into a transfer agreement whereby it will transfer to Hamworthy KSE Group Limited the shares in Hamworthy KSE Svanevej A/S for a consideration of £4,500,000. The consideration will remain owing by Hamworthy KSE Group Limited to the Company on inter-company loan account, and will be expressed to be payable on demand, but will be free of interest. However repayment will be restricted by the terms of the Intercreditor Deed.

3. The Norwegian Sale and Purchase Agreement:-

The Company will enter into a transfer agreement whereby it will transfer to Hamworthy KSE Group Limited the shares in Hamworthy KSE AS for a consideration of £15,900,000. The consideration will remain owing by Hamworthy KSE Group Limited to the Company on inter-company loan account, and will be expressed to be payable on demand, but will be free of interest. However repayment will be restricted by the terms of the Intercreditor Deed.

4. For the purposes of this Form 155(6)(b) the following terms shall have the following meanings:-

"Accession Letter"	a document in the Agreed Terms, which shall be substantially in the form set out in Schedule 7 (<i>Form of Accession Letter</i>) of the Facilities Agreement;
"Acquisitions"	means the HEL Acquisition, the Group Acquisition, the Danish Acquisition and the Norwegian Acquisition;
"Act"	means the Companies Act 1985

"Agent"	means Barclays Bank PLC as agent for the Finance Parties;
"Agreed Terms"	the form of a document initialled on behalf of the Agent and Hamworthy KSE Group Limited, or if no such form has been agreed, in such form as the Agent may reasonably require;
"Ancillary Borrower"	any Borrower designated as a borrower in respect of any Ancillary Facility in accordance with Clause 6.1 (<i>Establishment of Ancillary Facilities</i>) of the Facilities Agreement;
"Ancillary Document"	each facility letter or other document from an Ancillary Lender to any Ancillary Borrower from time to time relating to or evidencing the operation of any Ancillary Facilities;
"Ancillary Facilities"	any ancillary facilities provided pursuant to, and in accordance with, Clause 6 (<i>Ancillary Facilities</i>) of the Facilities Agreement;
"Ancillary Lender"	any Lender which provides Ancillary Facilities pursuant to Clause 6 (<i>Ancillary Facilities</i>) of the Facilities Agreement;
"Beneficiaries"	means each Finance Party and each Hedging Bank;
"Borrower"	the Original Borrowers and any Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 27 (<i>Changes to the Obligors</i>) of the Facilities Agreement;
"Company"	means Powell Duffryn International Limited, a limited company incorporated in England and Wales under the Act with registered number 1235617;
"Completion"	means completion of the Acquisitions;
"Completion Date"	means the date of the Completion;
"Current Assets"	means in relation to any Chargor its:- <ul style="list-style-type: none"> (i) book debts; (ii) cash in hand as shown in its books; and (iii) stock
"Danish Acquisition"	means the acquisition by Hamworthy KSE Group Limited of the entire issued share capital of Hamworthy Denmark owned by Powell Duffryn Limited on the terms of the Danish Sale and Purchase Agreement;
"Danish Sale and Purchase Agreement"	means the agreement in the Agreed Terms for the Danish Acquisition between Powell Duffryn Limited and Hamworthy KSE Group Limited;

"Debt"	means the Secured Debt and the Junior Debt;
"Facilities Agreement"	means the facilities agreement dated 19 December 2002 between, amongst others, Hamworthy KSE Group Limited, the companies listed in Part 1 of Schedule 1 to the Facilities Agreement as Original Borrowers (as therein defined), the companies listed in Part 2 of Schedule 1 to the Facilities Agreement as Original Guarantors (as therein defined), Barclays Leveraged Finance as Mandated Lead Arranger and Barclays Bank PLC as Issuing Bank, Agent and Security Agent (as such terms are defined therein);
"Finance Document"	means the Facilities Agreement, any Fee Letter, any <u>Accession Letter</u> , any Resignation Letter, the Security Documents, the Hedging Documents, the Intercreditor Deed, any Transfer Certificate or undertaking delivered pursuant to Clause 26 (<i>Changes to the Lenders</i>) of the Facilities Agreement, <u>any Ancillary Document</u> , the Tax, Pensions and Insurance Indemnities Agreement and any other document designated as such in writing by the Agent and Hamworthy KSE Group Limited;
"Finance Party"	means the Agent, the Security Agent, the Issuing Bank, the Mandated Lead Arranger, a Lender or an Ancillary Lender;
"Group"	means:- <ul style="list-style-type: none"> (a) from the date of the Facilities Agreement until the Completion Date, references to Group shall mean Hamworthy KSE Group Limited, Hamworthy (Suzhou) Limited, Hamworthy Norway and its Subsidiaries, Hamworthy KSE and Hamworthy Denmark (as such terms are defined in the Facilities Agreement); and (b) from the Completion Date Hamworthy KSE Group Limited and its Subsidiaries for the time being;
"Group Acquisition"	means the acquisition by Hamworthy KSE Group Limited of the Group Assets (as defined in the Group Sale and Purchase Agreement) owned by Hamworthy Engineering on the terms of the Group Sale and Purchase Agreement;
"Group Obligors"	means the Intercreditor Obligors other than Powell Duffryn Investments;
"Group Sale and Purchase Agreement"	means the agreement in the Agreed Terms for the Group Acquisition between Hamworthy Engineering and Hamworthy KSE Group Limited;
"Guarantee" (under the Intercreditor Deed)	means any guarantee, indemnity or other assurance against financial loss;

"Hamworthy KSE"	means Hamworthy KSE Limited, a limited liability company incorporated in England with registered number 713227;
"Hamworthy Norway"	means Hamworthy KSE AS, a limited liability company incorporated in Norway with registered number 970915591;
"Hamworthy Denmark"	means Hamworthy KSE Svanevej A/S, a limited liability company incorporated in Denmark with registered CVR number 25895010;
"Hamworthy Singapore"	means Hamworthy KSE Pte Limited, a limited liability company incorporated in Singapore with registered number 198803498R;
"Hedging Bank"	means each bank, financial institution, trust, fund and other entities named in Schedule 2 (<i>Hedging Bank</i>) of the Intercreditor Deed (if any) and any other bank, financial institution, trust, fund or other entity which becomes a party to the Intercreditor Deed as a Hedging Bank under Clause 5.1 (<i>Accession of Hedging Banks</i>) of the Intercreditor Deed, in each case, in its capacity as provider of hedging facilities to any of the Group Obligors as contemplated by Clause 24.9 (<i>Hedging Documents</i>) of the Facilities Agreement;
"Hedging Debt"	means all present and future sums, liabilities or obligations from time to time due, owing or incurred (actually or contingently) by any Group Obligor to any Hedging Bank under or in connection with the Hedging Documents whether or not matured and whether or not liquidated, together with any Additional Debt (as defined in the Intercreditor Deed);
"Hedging Document"	means each master agreement, confirmation or other document evidencing any hedging facility provided by a Hedging Bank to a Group Obligor, which is specified in Schedule 2 (<i>Hedging Banks</i>) of the Intercreditor Deed or which has been approved by the Senior Agent (as defined in the Intercreditor Deed) under Clause 5.1 (<i>Accession of Hedging Banks</i>) of the Intercreditor Deed;
"HEL Acquisition"	the acquisition by Hamworthy KSE of the business and certain division assets owned by Hamworthy Engineering on the terms of the HEL Sale and Purchase Agreement;
"HEL Sale and Purchase Agreement"	the agreement in the Agreed Terms for the HEL Acquisition between Hamworthy Engineering and Hamworthy KSE;

"Intercompany Debt"	means all present and future sums, liabilities or obligations (excluding trading liabilities arising in the ordinary course of business on arm's length terms) from time to time due, owing or incurred (actually or contingently) by any member of the Group to any other member of the Group whether or not matured and whether or not liquidated, together in each case with any Additional Debt (as defined in the Intercreditor Deed);
"Intercreditor Deed"	means the intercreditor deed dated on or about the date hereof made between Barclays Bank PLC as Security Agent, the Senior Creditors, the Hedging Banks, the Vendors, Hamworthy KSE Group Limited and the Obligors (as such terms are therein defined);
"Intercreditor Obligors" (under the Intercreditor Deed)	means: <ul style="list-style-type: none"> (a) Hamworthy KSE Group Limited; (b) the Intercreditor Obligors listed in Schedule 3 (<i>Obligors</i>) of the Intercreditor Deed; and (c) any other member of the Group or other entity which at any time has any liability (including under any Guarantee) in respect of any Debt or under any Security Document;
"Issuing Bank"	means Barclays Bank PLC as issuing bank in respect of the Obligations (as defined in the Facilities Agreement);
"Junior Debt"	means the Vendor Debt, the Subordinated Debt and the Intercompany Debt;
"Key-Man Assignment"	the assignment of the Key-Man Policies, in the Agreed Terms, entered or to be entered into between Hamworthy KSE Group Limited and the Security Agent;
"Key-Man Policies"	means the life disability and critical illness insurance policies to be effected by Hamworthy KSE Group Limited with reputable insurance companies for the following persons, amounts and terms, such policies to have age admitted and otherwise to be on such terms as the Security Agent may reasonable require: <p>Kelvyn Derrick, £500,000 for 3 years;</p>
"Mandated Lead Arranger"	means Barclays Bank PLC in its capacity as mandated lead arranger of the Facilities (as defined in the Facilities Agreement);
"Norwegian Acquisition"	means the acquisition by Hamworthy KSE Group Limited of the entire issued share capital of Hamworthy Norway owned by Powell Duffryn Limited on the terms of Norwegian Sale and Purchase Agreement);

"Norwegian Sale and Purchase Agreement"	means the agreement in the Agreed Terms for the Norwegian Acquisition between Powell Duffryn Limited and Hamworthy KSE Group Limited;
"Original Borrower"	means a company listed in Part 1 of Schedule 1 (<i>The Original Parties</i>) of the Facilities Agreement;
"Original Guarantor"	means a company listed in Part 2 of Schedule 1 (<i>The Original Parties</i>) of the Facilities Agreement;
"Original Security Document"	means a security document listed under the heading "Security Document" in the second column of Schedule 2 (<i>The Original Security Documents</i>) of the Facilities Agreement;
"Powell Duffryn Limited"	means Powell Duffryn Limited, a limited liability company incorporated in England with the registered number 298073;
"Powell Duffryn Investments"	means Powell Duffryn Investments Limited, a limited liability company incorporated in England with the registered number 739935;
"Powell Duffryn Limited"	means Powell Duffryn Limited, a limited liability company incorporated in England with the registered number 298073;
"Resignation Letter"	means a letter substantially in the form set out in Schedule 8 (<i>Form of Resignation Letter</i>) of the Facilities Agreement;
"Secured Debt"	means the Senior Debt and/or the Hedging Debt;
"Security Agent"	Barclays Bank PLC acting as security agent and trustee for the Beneficiaries pursuant to the Finance Documents and includes any successor appointed by the Beneficiaries to such role pursuant to the Finance Documents;
"Security Documents"	the Original Security Documents, the Key-Man Assignment and any substituted, supplemental or additional security entered into by any member of the Group in favour of the Security Agent from time to time;
"Senior Creditors"	means as defined in the Intercreditor Deed;
"Senior Debt"	means all present and future sums, liabilities or obligations from time to time due, owing or incurred (actually or contingently) by any Intercreditor Obligor to any to any Senior Finance Party (as defined in the Intercreditor Deed) under or in connection with the Senior Finance Documents together with any Additional Debt (as defined in the Intercreditor Deed) and whether or not matured or liquidated;
"Senior Finance Documents"	shall have the meaning ascribed to that term in the Intercreditor Deed;

"Subordinated Debt"	means all present and future sums, liabilities or obligations from time to time due, owing, or incurred (actually or contingently) by Hamworthy KSE Group Limited to the Subordinated Lender as a result of any loans made by the Subordinated Lender to Hamworthy KSE Group Limited pursuant to clause 3.1(a) (<i>Pensions Indemnity</i>) of the Subordinated Document;
"Subordinated Document"	means the Tax, Pensions and Insurance Indemnities Agreement;
"Tax, Pensions and Insurance Indemnities Agreement"	means the tax, pension and insurance indemnities agreement in the Agreed Terms between Powell Duffryn Limited, Powell Duffryn Investments) Limited, Hamworthy KSE Group Limited and Barclays Bank PLC (in its various capacities);
"Transfer Certificate"	means a certificate substantially in one of the forms set out in Schedule 6 (<i>Form of Transfer Certificate</i>) of the Facilities Agreement, the then current Loan Market Association recommended form of transfer certificate as any other form agreed between the Agent and Hamworthy KSE Group Limited;
"Vendor Debt"	means all present and future sums, liabilities or obligations from time to time due, owing or incurred (actually or contingently) by any member of the Group to Powell Duffryn (International) Limited under or in connection with the Vendor Documents;
"Vendor Documents"	means the Danish Sale and Purchase Agreement and the Norwegian Sale and Purchase Agreement.

PricewaterhouseCoopers LLP
89 Sandyford Road
Newcastle upon Tyne NE99 1PL
Telephone +44 (0) 191 232 8493
Facsimile +44 (0) 191 261 9490

The Directors
Powell Duffryn Limited
Powell Duffryn House
London Road
Bracknell
RG12 2AQ

5 February 2003

Our ref: KB/TWc

Dear Sirs

Auditors' report to the directors of Powell Duffryn Limited pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors of Powell Duffryn Limited ("the Company") dated 5 February 2003 in connection with the proposal that the Company's subsidiary undertaking, Powell Duffryn (International) Limited, should give financial assistance for the purpose of reducing or discharging a liability incurred in connection with the purchase of the 78,984,893 ordinary shares of 50 pence each and 3,600,000 4.75% cumulative preference shares of 50 pence each of the Company.

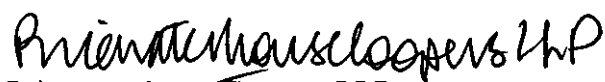
Basis of opinion

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