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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

00994043

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

Name of company

* Vector Engineering Products Limited

* insert full name
of company

*/We ☒ See Annexure A

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

[Handwritten signature]

[Handwritten signature]

† delete as
appropriate

§ delete whichever
is inappropriate

[Handwritten signature]

~~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 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~~

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: all the issued share
capital in the company

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

S J Berwin & Co
222 Grays Inn Road
London
WC1X 8HB

For official Use
General Section

Post room



A23
COMPANIES HOUSE

AW2SRQ6K

0601
03/05/00

The assistance is to be given to: (note 2) VEctor Industries Limited (CRN: 2843752),
Vector Engineering Limited (CRN: 3282053) and Vector Engineering Products
Limited (CRN: 00994043) each of 2B Sidings Court, Doncaster DN4 5NU

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legibly, preferably
in black type, or
bold block
lettering

The assistance will take the form of:

See Annexure B

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

† delete as
appropriate

Vector Engineering Limited (CRN: 3282053) of 2B Sidings Court, Doncaster
DN4 5NU

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

See Annexure C

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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legibly, preferably
in black type, or
bold block lettering

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

~~*/~~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) ~~*/~~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 222 GRANGE INN RD
WELK

the 18 day of April
one thousand nine hundred and 2000

before me A. Myer

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

[Handwritten signatures of declarants]

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

Vector Engineering Products Limited
Company No. 00994043
(the "Company")

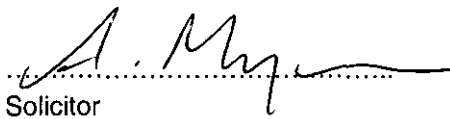
Annexure A – Form 155(6)a

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- 1 Ian Fisher 145 King Henrys Road, London NW3 3RD
- 2 Andrew Fischer The Chestnuts Peakirk, Peterborough Cambridgeshire PE6 7NL
- 3 Alan Fletcher 14 Fiery Hills Road Barnt Green, Birmingham, B45 8LG
- 4 Stephen Smith 12 Chestnut Avenue, Northwood Middlesex HA6 1HR

This is Annexure A referred to in Form 155(6)a declared by the directors of the Company on 18 April 2000.

Signed


Solicitor

Vector Engineering Products Limited
Company No. 00994043
(the "Company")

Annexure B – Form 155(6)a

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Definitions

In this Statutory Declaration (including Annexures A, B and C) the following expressions shall have the following meanings:

"Agent"	means The Royal Bank of Scotland plc as agent for and on behalf of the Banks (as defined in the Facilities Agreement).
"Board Resolutions"	means the resolutions of the board of directors of the Company passed on or about the date of this Statutory Declaration resolving, amongst other things, to provide loans to each Obligor (as defined in the Guarantee and Debenture) ("Inter Obligor Loans")
"Facilities Agreement"	means the term loan, revolving credit and guarantee facility dated on or about the date of this Statutory Declaration between, amongst others (1) the Borrowers (as defined in the Facilities Agreement) and others and (2) The Royal Bank of Scotland plc as Agent, Arranger, Issuing Bank and Ancillaries Bank (as such terms are defined therein) and (3) the Banks (as defined therein) as amended, supplemented, restated or novated from time to time.
"Guarantee and Debenture"	means the guarantee and debenture dated on or about the date of this Statutory Declaration, amongst others, the Company in favour of the Security Trustee.
"Inter Creditor Deed"	has the meaning given to it in the Facilities Agreement
"Mezzanine Facility Agreement"	has the meaning given to it in the Inter Creditor Deed
"Secured Liabilities"	has the meaning given to it in the Facilities Agreement.
"Security Trustee"	means The Royal Bank of Scotland plc as security trustee for the Agent, the Banks and the Hedging Banks (as defined in the Facilities Agreement)

The assistance will take the form of:

1. The Facilities Agreement
2. The Mezzanine Facility Agreement
3. The Guarantee and Debenture
4. The Inter Creditor Deed
5. The Inter Obligor Loans

This is Annexure B to Form 155(6)a declared by the directors of the Company on 18 April 2000.

Vector Engineering Products Limited
Company No. 00994043
(the "Company")

Annexure C – Form 155(6)a

The assistance to be given is on the terms set out in the Facilities Agreement, the Mezzanine Facility Agreement, the Guarantee and Debenture, the Inter Creditor Deed and the Inter Obligor Loans, the principal terms of which include:

(A) The Guarantee and Debenture

The Company in the Guarantee and Debenture as principal debtor and not merely as surety, covenants with the Security Trustee for itself and on behalf of the Agent, the Banks the Issuing Bank, the Ancillaries Bank and the Hedging Banks (together the "Secured Beneficiaries") that it will pay or discharge the Secured Liabilities on the due date therefor in the manner provided in the relevant Financing Document.

(1) The Guarantee Provisions

The Company irrevocably and unconditionally:

- (i) guarantees to the Security Trustee and the Secured Beneficiaries the due and punctual payment, observance and performance of the Secured Liabilities owing by each other Obligor when and as the same shall become due;
- (ii) as principal debtor undertakes to the Security Trustee on its own account and on behalf of the Secured Beneficiaries that if and each time that another Obligor shall be in default in the payment or performance of any of the Secured Liabilities, the Company will on demand from the Security Trustee, 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 determined in accordance with the relevant Financing Document from time to time payable by such Obligor on such sums from the date when such sums become payable by the Company hereunder until payment of the Secured Liabilities in full; and
- (iii) agrees as a primary obligation to indemnify the Security Trustee and each Secured Beneficiary from and against any loss incurred by the Security Trustee or each Secured Beneficiary or any of them in connection with the non-payment or non-performance of any of the Secured Liabilities owing by any other Obligor or as a result of any of the Secured 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 Security Trustee or the Secured Beneficiaries or any of them 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.

The Charging Provisions

The Company with full title guarantee in the Guarantee and Debenture charges with the payment and discharge to the Security Trustee of all the Secured Liabilities:

- (i) The property described in the third schedule to the Guarantee and Debenture together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein.
- (ii) All plant, machinery, vehicles and other equipment now or hereafter owned by the Company together with the benefit of any obligations and warranties given by the manufacturer or supplier of such plant, machinery or other equipment and the benefit of all maintenance agreements entered into between the Company and any other person in respect of such plant, machinery and other equipment.
- (iii) All shares and stock in the capital of the Company together with all rights including dividends and other distributions arising in relation thereto which are owned by the Company from time to time or in which the Company otherwise has an interest together in all cases with all rights arising in relation thereto.
- (iv) The shares as described in the first schedule to the Guarantee and Debenture.
- (v) The benefit of all present and future licences (statutory or otherwise) held in connection with the Company's business or the use of any of the mortgaged property and the right to recover and receive all compensation which may at any time become payable to the Company in respect thereof.
- (vi) All licences and patents (including applications and the rights to apply therefor), copyrights, rights in trademarks whether registered or not, trade names, rights in service marks whether registered or not, registered designs, know-how and rights in confidential information now or at any time belonging to the Company.
- (vii) The goodwill and the uncalled capital of the Company both present and future.
- (viii) The book debts due or owing to the Company both present and future.
- (ix) All benefits in respect of all contracts and policies of insurance which are from time to time taken out by or (to the extent of such interest) in which the Company has an interest excluding without limitation the Keyman Policies as defined in the Guarantee and Debenture (except to the extent assigned pursuant to clause 7 of the Guarantee and Debenture).
- (x) The stock-in-trade and work-in-progress, prepayments, investments quoted on a recognised stock exchange and cash of the Company both present and future.
- (xi) The undertaking and all other property and assets of the Company both present and future.

The charges on the property and assets (i), (ii), (iii), (iv), (v), (vi), (vii), (viii) and (ix) described (above) are created as fixed charges and constitute charges by way of legal mortgage on the property A described (above) which is now vested in the Company.

The charges on the property and assets (x) and (xi) described (and also on such of the said property and assets of the Company both present and future as the Security Trustee may have agreed in writing to exclude from the fixed charge or are otherwise not effectively charged hereunder by way of fixed charge) are created as floating charges until the provisions of Condition 14 set out in the Second Schedule of the Guarantee and Debenture becomes operative when the floating charges shall crystallise and become fixed charges. The charges created by the Guarantee and Debenture shall be a continuing security and shall unless otherwise agreed in writing by the Security Trustee be first charges.

(B) Inter Creditor Deed


The Company agrees to subordinate any loan owed to it by any Inter Company Debtor (as defined in the Inter Creditor Deed).

(C) Inter Obligor Loan

The Company has by the Board Resolution, resolved to make loans as requested from time to time by any Borrower or any other Obligor for the purposes of assisting any Borrower in meeting its obligations under the Facilities Agreement and the Mezzanine Facility Agreement.

This is Annexure C referred to in Form 155(6)a and declared by the directors of the Company on 18 April 2000.

Signed


Solicitor

The Directors
Vector Engineering Products Limited
2B Sidings Court
Doncaster
South Yorkshire
DN4 5NU

18 April 2000

Dear Sirs

Auditors' report to the directors of Vector Engineering Products Limited pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors of Vector Engineering Products Limited ('the Company') dated 18 April 2000 in connection with the proposal that the Company should give financial assistance for the purchase of all of the ordinary shares 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
Chartered Accountants and Registered Auditors

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33 Wellington Street
Leeds LS1 4JP
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