

CHFP025

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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  
(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 (the "Company")

\* insert full name  
of company

~~X~~We ø See Annexure A.

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

† delete as appropriate

~~XXXXXXXXXXXX~~ [all the directors] of the above company do solemnly and sincerely declare that:

The business of the company is:

§ delete whichever  
is inappropriate

is that of a recognised bank, licensed institution within the meaning of the Banking Act, 1928.

~~Is that of a person authorised under section 8 or A of the Insurance Companies Act 1982 to carry on~~

~~in large businesses, the United States~~

(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] holding company~~

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:

28,000,000 Ordinary

Shares of £1 each in the Company

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

MSJ Berwin LLP  
222 Grays Inn Road

WC1X 8XF

DX 255

LONDON/CHANCERY

For official Use  
General Section

Post room



LD4 \*LZA  
COMPANIES HOUSE

288  
01/02/2006

The assistance is to be given to: (note 2) VECTOR INDUSTRIES LIMITED (02843752)

2B Sidings Court, Doncaster, South Yorkshire, DN4 5NU.

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

The assistance will take the form of:

See Annexure B.

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

† delete as  
appropriate

Vector Industries Limited

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 £ See Annexure D

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

Please do not  
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Please complete  
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 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 ☒ 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 SJ Berwin LLP  
222 Grays Inn Road  
London WC1X 8XF

Declarants to sign below

Day Month Year  
on 11 8 01 20 06

before me

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

*AT Fleck*  
*John*  
*AF*  
*Smith*  
*Richard*

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

Annexure A – Form 155(6)a

Andrew Olaf Fischer  
Ayston Hall  
Ayston  
Oakham  
Rutland  
LE15 9AE

Alan Thomas Fletcher  
14 Fiery Hill Road  
Barnt Green  
Birmingham  
B45 8LG

Ian Fisher  
26 Loudoun Road  
London  
NW8 0LT

Jonathan Charles Richardson  
24 Foxcote Way  
Walton  
Chesterfield  
S42 7NP

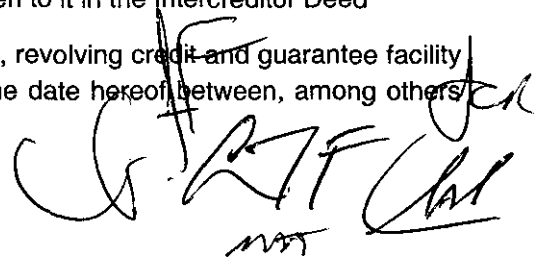
Stephen Anthony Smith  
The Tudor House  
Week St Mary  
Holsworthy  
EX22 6UL

Annexure B – Form 155(6)a

Definitions

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

"Board Resolutions"	means the resolutions of the board of directors of the Company passed on or about the date of this Statutory Declaration
"Intercreditor Deed"	has the meaning given to it in the Senior Facility Agreement
"Intra-Group Loan Agreement"	means the agreement to be entered into and whereby the Company, inter alios, has agreed to provide a loan to Finance Holdings Limited
"Mezzanine Facility Agreement"	has the meaning given to it in the Intercreditor Deed
"Senior Facility Agreement"	means the term loan, revolving credit and guarantee facility dated on or about the date hereof between, among others,



(1) the Parent (as defined in the Senior Facility 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 Lenders (as defined therein) as amended, supplemented, novated or restated from time to time

The assistance will take the form of:

1. the Intercreditor Deed;
2. the Intra-group Loan Agreement; and
3. the Guarantee and Debenture.

Annexure C – Form 155(6)a

The assistance will be given on the terms set out in the Intercreditor Deed and the Intra-Group Loan Agreement, the principal terms of which include:

**(A) Intercreditor Deed**

The Company undertakes to comply with the order of priorities set out therein which subordinates the Intercompany Liabilities, the New Loan Stock Liabilities, the Subordinated Liabilities, the Management Liabilities and the Investor Liabilities (each as defined therein) to the Senior Liabilities, Hedging Liabilities and the Mezzanine Liabilities (each as defined therein).

**(B) Intra-Group Loan Agreement**

The Company has by the Board Resolution, resolved to make available loans, as requested from time to time by Finance Holdings Limited, for the purposes of assisting Finance Holdings Limited in meeting its obligations under the Senior Facility Agreement and the Mezzanine Facility Agreement.

**(C) 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 Secured Parties that it will pay or discharge the Secured Liabilities on that due date therefor in the manner provided in the relevant Financing Document.

**(1) The Guarantee Provisions**

The Company irrevocably and unconditionally:

- (i) guarantee to the Security Trustee and the Secured Parties the due and punctual payment, observance and performance of the Secured Liabilities owing by each other Obligor (as defined in the Guarantee and Debenture) when and as the same shall become due;
- (ii) as principal debtors undertake to the Security Trustee for itself and on behalf of the Secured Parties 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 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 Party on demand by the Security Trustee from and against any loss incurred by the Security Trustee and each Secured Party 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 Parties 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.

(2) The Charging Provisions

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

- (A) the property owned by the Company described in the fourth 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;
- (B) all of the other freehold and leasehold property both present and future together with all present and future buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein;
- (C) subject to any Permitted Security Rights 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;
- (D) any of the Shares owned by the Company;
- (E) all other shares and stock in the capital of any company which as at the date hereof or at any time hereafter is owned by the Company or in which the Company otherwise has an interest together in all cases with all rights arising in relation thereto;
- (F) 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 to the extent that such can be charged without causing any breach of the terms or the termination thereof;

- (G) 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;
- (H) the goodwill and the uncalled capital of the Company both present and future;
- (I) the book debts due or owing to the Company both present and future;
- (J) 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;
- (K) 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; and
- (L) the undertaking and all other property and assets of the Company both present and future.

The charges on the property and assets A, B, C, D, E, F, G, H, I and J described above are created as fixed charges and constitute charges by way of legal mortgage on the property A, B and D described above which is now vested in the Company.

The charges on the property and assets K and L described above (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 third 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.

#### Annexure D – Form 155(6)a


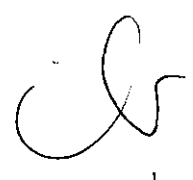



The amount of cash to be transferred to the person assisted is any amounts payable under the Intra-Group Loan Agreement.



These are Annexures A to D referred to in Form 155(6)a and declared by the directors of the Company at 222 Gray's Inn Road, London WC1X 8XF on (17) January 2006.

Signed

  
Solicitor



PricewaterhouseCoopers LLP  
Cornwall Court  
19 Cornwall Street  
Birmingham B3 2DT  
Telephone +44 (0) 121 265 5000  
Facsimile +44 (0) 121 232 2725  
www.pwc.com/uk

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

18 January 2006

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 January 2006 in connection with the proposal that the Company should give financial assistance for the purpose of reducing or discharging a liability incurred for the purpose of the purchase of all of the issued share capital of the Company. 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