



## Declaration by the directors of a holding company in relation to assistance for the acquisition of shares

**155(6)b**

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The assistance is for the purpose of ~~XXXXXXXXXX~~ (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 84,110,411 Ordinary Shares of £1.00

The assistance is to be given to (note 2) Jasper Acquisition Holdings Limited (company number 06078798) with registered office at Crusader House, 145-157 St John Street, London EC1V 4RU

The assistance will take the form of

See Schedule 1

The person who [has acquired] ~~XXXXXXXXXX~~ † the shares is

† delete as appropriate

Jasper Acquisition Holdings Limited (company number 06078798) with registered office at Crusader House, 145-157 St John Street, London EC1V 4RU

The principal terms on which the assistance will be given are

See Schedule 2

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 £ nil

The date on which the assistance is to be given is within eight 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) [I/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)

[illegible]

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 ERA Products Limited, Straight Road,  
Willenhall, West Midlands WV12 5RA

Declarants to sign below

	Day		Month		Year			
on	0	4	0	5	2	0	0	7

before me J. Allen Philip Garrison Notary Public

**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  
Companies House  
37 Castle Terrace  
Edinburgh  
EH1 2EB

**Schedule 1 to Form G155(6)b**

**"Company"** is defined for the purposes of Schedules 1 and 2 as LSSD UK (No 1) Limited, a private limited company incorporated in England and Wales with limited liability (registered number 00259437) whose registered office is at C/O Era Products Limited, Straight Road, Short Heath, Willenhall, Wolverhampton, West Midlands WV12 5RA

*The assistance will take the form of*

The execution, delivery and performance by the Company of its obligations under an accession letter (the **"Accession Letter"**) relating to a facility agreement dated 19 March 2007 (as amended and restated on 26 April 2007) between, among others, Jasper Acquisition Holdings Limited as original borrower, HSBC Bank plc, The Governor and Company of the Bank of Scotland and The Royal Bank of Scotland plc as mandated lead arrangers and The Governor and Company of the Bank of Scotland as agent (the **"Agent"**) and security trustee (the **"Security Trustee"**) (the **"Facility Agreement"**)

(being in such form as may be amended, supplemented, novated and/or replaced from time to time), together with the performance by the Company of other acts in connection with the acquisition of the shares in LSSD UK Limited and the financing of that acquisition

**Schedule 2 to Form G155(6)b**

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

1 By executing the Accession Letter and thereby becoming a party to the Facility Agreement, the Company

- (A) jointly and severally and irrevocably and unconditionally
  - (i) guarantees to each Finance Party punctual performance by each Borrower of all that Borrower's obligations under the Finance Documents,
  - (ii) undertakes with each Finance Party that whenever a Borrower 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 were the principal obligor, and
  - (iii) 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 the Finance Party would otherwise have been entitled to recover,
- (B) agrees that the guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Obligor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part,
- (C) grants an indemnity to the Finance Parties in respect of certain costs, expenses, liabilities and losses incurred, and
- (D) makes certain representations, warranties and undertakings to the Finance Parties

(where "Finance Documents" and "Finance Party" have the meanings given to them in the Facility Agreement Definitions in the attached Schedule 3)

### Schedule 3 to Form G155(6)(b)

#### **Facility Agreement Definitions**

<b>"Acquisition"</b>	means the acquisition by the Original Borrower and Amesbury Acquisition Holdings (2), Inc of the Target Shares on the terms of the Acquisition Documents
<b>"Acquisition Agreement"</b>	means the purchase agreement dated on or about the date of the Facility Agreement relating to the sale and purchase of the Target Shares and made between the Original Borrower, The Laird Group Plc, the Parent and Laird Overseas Holdings Limited
<b>"Acquisition Documents"</b>	means the Acquisition Agreement, the Tax Deed (as defined in the Acquisition Agreement) and the Disclosure Letter (as defined in the Acquisition Agreement) and any other document designated as an "Acquisition Document" by the Agent and the Parent
<b>"Affiliate"</b>	means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company
<b>"Ancillary Document"</b>	means each document relating to or evidencing the terms of an Ancillary Facility
<b>"Ancillary Facility"</b>	means any ancillary facility made available by an Ancillary Lender in accordance with Clause 6A ( <i>Ancillary Facilities</i> ) of the Facility Agreement
<b>"Ancillary Lender"</b>	means each Lender which (either directly itself or through an affiliated entity) makes available an Ancillary Facility in accordance with Clause 6A ( <i>Ancillary Facilities</i> ) of the Facility Agreement
<b>"Arranger"</b>	means, whether acting individually or together, HSBC Bank Plc, The Governor And Company Of The Bank Of Scotland and The Royal Bank Of Scotland Plc as mandated lead arrangers
<b>"Closing Date"</b>	means the date on which Completion occurs

<b>"Compliance Certificate"</b>	means a certificate substantially in the form set out in Schedule 8 ( <i>Form of Compliance Certificate</i> ) to the Facility Agreement
<b>"Completion"</b>	means the completion of the Acquisition in accordance with the Acquisition Agreement
<b>"Facility A"</b>	means the term loan facility made available under the Facility Agreement as described in Clause 2 ( <i>The Facilities</i> ) of the Facility Agreement
<b>"Fee Letter"</b>	means (a) any letter or letters dated on or about the date of the Facility Agreement between the Arranger and the Parent (or the Agent and the Parent) setting out any of the fees referred to in Clause 14 ( <i>Fees</i> ) of the Facility Agreement, and (b) any agreement setting out fees payable to a Finance Party referred to in Clause 14.5 ( <i>Fees payable in respect of Letters of Credit</i> ) or Clause 14.6 ( <i>Interest, commission and fees on Ancillary Facilities</i> ) of the Facility Agreement or under any other Finance Document
<b>"Finance Documents"</b>	means means the Facility Agreement, the Syndication Letter, any Fee Letter, any Accession Letter, any Ancillary Document, any Compliance Certificate, the Hedging Letter, any Hedging Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as such by the Agent and the Parent
<b>"Finance Party"</b>	means the Agent, the Arranger, the Security Trustee, a Lender, an Issuing Bank, a Hedge Counterparty or any Ancillary Lender
<b>"Hedging Agreement"</b>	means any master agreement, confirmation, schedule or other agreement in agreed form entered into or to be entered into by Jasper Acquisition Holdings Limited and a Hedge Counterparty for the purpose of hedging interest rate liabilities and/or any exchange rate fluctuations in relation to Facility A in accordance with the Hedging Letter delivered to the Agent under Clause 24.33 ( <i>Conditions</i>

	<i>Subsequent</i> ) to the Facility Agreement
<b>"Hedge Counterparty"</b>	means a Lender or an Affiliate of a Lender which has been designated a Hedge Counterparty by the Parent and the Agent
<b>"Hedging Letter"</b>	has the meaning given to that term in Clause 24 33 ( <i>Conditions Subsequent</i> ) to the Facility Agreement
<b>"Holding Company"</b>	means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary
<b>"Issuing Bank"</b>	means HSBC Bank Plc, The Governor And Company Of The Bank Of Scotland and The Royal Bank Of Scotland Plc
<b>"Lender"</b>	means (a) any Original Lender, and (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 26 ( <i>Changes to the Lenders</i> ) of the Facility Agreement, which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement
<b>"Original Borrower"</b>	means Jasper Acquisition Holdings Limited
<b>"Original Lender"</b>	means the Financial Institutions listed in Part II of Schedule 1 to the Facility Agreement as lenders
<b>"Parent"</b>	means Lupus Capital Plc
<b>"Party"</b>	means a party to the Facility Agreement
<b>"Resignation Letter"</b>	means a letter substantially in the form set out in Schedule 7 ( <i>Form of Resignation Letter</i> ) to the Facility Agreement
<b>"Selection Notice"</b>	means a notice substantially in the form set out in Part II of Schedule 3 ( <i>Requests</i> ) to the Facility Agreement given in accordance with Clause 12 ( <i>Interest Periods</i> ) of the Facility Agreement in relation to Facility A



<b>"Subsidiary"</b>	means a subsidiary within the meaning of section 736 of the Companies Act 1985
<b>"Target Shares"</b>	means all of the shares of each of LSSD UK Limited and Laird Inc and all warrants and options in respect of the share capital of each of LSSD UK Limited and Laird Inc
<b>"Transaction Security Document"</b>	means (a) the shares charge dated on or before the Closing Date between the Parent and the Security Trustee pursuant to which the Parent charges in favour of the Security Trustee all of its rights, title and interest in or to its shares in the Original Borrower, and (b) any other document designated as a "Transaction Security Document" between the Parent and the Security Trustee
<b>"Utilisation Request"</b>	means a notice substantially in the relevant form set out in Part I of Schedule 3 ( <i>Requests</i> ) to the Facility Agreement

**INDEPENDENT AUDITORS' REPORT TO THE DIRECTORS OF LSSD UK LIMITED  
PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985**

We report on the attached statutory declaration of the directors dated 4 May 2007, prepared pursuant to the Companies Act 1985, in connection with the proposed financial assistance to be given by LSSD UK (No 1) Limited (the "Company"), a subsidiary of LSSD UK Limited, for the purchase of 84,110,411 ordinary shares in LSSD UK Limited

This report is made solely to the directors in accordance with Section 156(4) of the Companies Act 1985. Our work has been undertaken so that we might state to the directors those matters we are required to state to them in an auditors' report under section 156(4) and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the directors, for our audit work, for this report, or for the opinions we have formed.

**Basis of opinion**

We have enquired into the state of the Company's affairs so far as necessary 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.



Ernst & Young LLP  
Registered Auditor  
London

4 May 2007