

**Declaration in relation to
assistance for the acquisition
of shares**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

03810660

NotePlease read the
notes on page 3
before completing
this form*Insert full name
of company

Name of company

* NAPIER OBAN WOLFE LIMITED

I/We ~~o~~ Martin Edwards of 17 Crowtrees Drive, Sutton in Ashfield
Nottinghamshire, NG17 1LHo 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 1979 §~~~~(b) that of a person authorised under section 3 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]Westbush Limited (Company Number: 03536159) ~~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: 100 Ordinary £1 shares

Presenter's name address and
reference (if any):Berryman
Park House
Friar Lane, Nottingham
NG1 6DN
DX 10004 NOTTINGHAM 1For official Use (02/06)
General Section

Post room

TUESDAY

A31
A1J59NMH*
06/03/2007
COMPANIES HOUSE
77

The assistance is to be given to: (note 2) See Rider 1

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:

See Rider 2

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

HAE Group Limited (Company Number: 05961281)

† Delete as
appropriate

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

See Rider 3

The amount of cash to be transferred to the person assisted is £ 100,000

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

CO155(6)(a)/2

Please do not
write in
this margin

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bold block lettering

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

I/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) [~~I/We have formed the opinion that the company will be able to pay its debts as they fall due~~
(b) during the year immediately following that date]* (note 3)

~~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 BERRYMAN OF PARK HOUSE
FRUW LANE NOTTINGHAM

Declarants to sign below



Day Month Year

on

7	16	07	2	10	17
---	----	----	---	----	----

before me

LYNN WILSON

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

Freeth Cartwright LLP
CUMBERLAND COURT
80, MOUNT STREET
NOTTINGHAM

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 auditor's 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

DX 33050 Cardiff

or, for companies registered in Scotland:-

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

DX 235 Edinburgh

or LP-4 Edinburgh 2

Rider 1

The assistance to be given to:

1. HAE Group Limited with registered office at 3 Cygnus Court, Beverley Road, East Midlands Airport, Derby, Derbyshire DE74 2SA registered number 05961281;
2. Berryman Shacklock LLP with registered office at Park House, Friar Lane, Nottingham NG1 6DN;
3. Tenon accountants of Charnwood House, Gregory Boulevard, Nottingham NG7 6NX;
4. Actons solicitors of 2 King Street, Nottingham NG1 2AX; and
5. AIB Group (UK) plc with registered office at 4 Queen's Square, Belfast BT1 3DJ.

Rider 2

The assistance to be given by Napier Oban Wolfe Limited (the "Company") will take the form of: -

1. The execution, delivery and performance by the Company of a debenture in favour of AIB (UK) plc (the "Bank") creating fixed and floating charges over all of the Company's assets, both present and future to secure all Secured Obligations (as defined) comprising the monies due owing or incurred by, and other liabilities of, the Company to the Bank and payment and discharge of which are subject of covenants, undertakings and agreements contained in the debenture (the "Debenture");
2. The execution, delivery and performance by the Company of a unlimited cross guarantee in favour of the Bank pursuant to which the Company guarantees payment to the Bank on demand of all present, future, actual and/or contingent liabilities whatsoever of each of the following companies: -
 - a. HAE Group Limited ("HAE");
 - b. Heavyweight Air Express Limited;
 - c. DCA Cargo Limited;
 - d. Belfast Airport Handling limited;
 - e. Cargo Link Express Limited;
 - f. Westbush Limited;
 - g. Sovereign Speed (UK) Limited; and
 - h. Heavyweight Air Express Limited (an Irish registered company).(the "Cross Guarantee"); and
3. The execution, delivery and performance by the Company of an inter-group loan agreement between the Company (1) and HAE (2) in respect of an on-demand loan of up to £ 100,000 from the Company to HAE at an interest rate of 3% per annum above the Bank of England base rate paid quarterly in arrears (the "Inter-Group Loan Agreement"); and
4. Assisting in the payment of HAE's professional costs of those advisors set out in Rider 1 totalling no more than £ 185,000 (the "Professional Fees").

Rider 3

The principal terms on which the assistance will be given by Napier Oban Wolfe Limited (the "Company") are:

1. Under the terms of the Debenture the Company charges to the Bank with full title guarantee the following as security for the discharge of the monies owing or incurred by, and other liabilities of the Company, to the Bank the payment and discharge of which are the subject of covenants, undertakings and agreements contained in the debenture ("Secured Obligations") as defined in the Debenture:-
 - 1.1 by way of legal mortgage all estates or interests in any freehold and/or leasehold property referred to in the schedule to the Debenture and all buildings, fixtures (including trade fixtures) and fixed plant and machinery owned by or charged to the Company and from time to time on or in such freehold and/or leasehold property (together "the Legally Mortgaged Property") and/or the proceeds of sale of the Legally Mortgaged Property;
 - 1.2 by way of fixed equitable charge all estates or interests in any freehold and leasehold property (except the Legally Mortgaged Property) now and at any time during the continuance of this security belonging to or charged to the Company and all licences now or hereafter held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become a party or otherwise entitled and all buildings, fixtures (including trade fixtures) and fixed plant and machinery owned by the Company and from time to time on or in any freehold or leasehold property an interest in which is charged hereunder (together "the Equitably Charged Property") and/or the proceeds of sale of the Equitably Charged Property;
 - 1.3 by way of fixed charge all balances standing to the credit of any current, deposit or other account of the Company with the Bank (including, inter alia, any account with the Bank designated a realisations account for the proceeds of disposal of any of the assets of the Company) or with other bankers, financial institutions or similar third parties ("the Credit Balances");
 - 1.4 by way of fixed charge all stocks, shares and/or other securities in any other body corporate whether or not certified (together "the Securities") now or at any time during the continuance of this security belonging to the Company (including, without the prejudice to the generality of the foregoing, loan capital, indebtedness or liabilities on any account or in any manner owing to the Company) and all rights in respect of or incidental to the Securities;
 - 1.5 by way of fixed charge the goodwill and the uncalled capital of the Company now or at any time hereafter in existence and future calls (whether made by the direction of the Company or a Receiver, an Administrator or a Liquidator) and the licences, patents, patent applications, trade names and rights in trademarks, copyrights, whether registered or not, rights in the nature of copyright, registered designs, know how, inventions, rights in confidential information, service marks and all other intellectual property rights now or at any time during the continuance of this security belonging to the Company (together the "Goodwill and Intellectual Property");
 - 1.6 by way of fixed charge all plant, machinery, vehicles, computers and office and other equipment now or at any time during the continuance of this security belonging to the

Company other than insofar as it is part of the Company's stock in trade (together "the Equipment"); and

- 1.7 by way of floating charge its undertaking and all its other property, assets and rights whatsoever and wheresoever present and/or future, including those expressed as charged by way of fixed charge if, and to the extent that, such charge may fail (whether by virtue of the laws of England and Wales or the laws of any other jurisdiction in which the relevant property, asset or right is located or to which it is subject) for any reason to operate as a fixed charge (hereinafter called "the Property charged by way of Floating Charge" and together with the Legally Mortgaged Property, the Equitable Charged Property, the Book and other Debts, the Credit Balances, the Securities, the Goodwill and Intellectual Property, the Equipment and all other property hereby mortgaged or charged collectively called "the Charged Property" which expression may be taken to refer to the real and/or the personal or incorporeal property hereby mortgaged or charged as the context may require or admit).
2. Under the terms of the Cross Guarantee the Company guarantees to the Bank the payment on demand of all present, future, actual and/or contingent liabilities of each of the following companies:-
 - a. HAE Group Limited ("HAE");
 - b. Heavyweight Air Express Limited;
 - c. DCA Cargo Limited;
 - d. Belfast Airport Handling limited;
 - e. Cargo Link Express Limited;
 - f. Westbush Limited;
 - g. Sovereign Speed (UK) Limited; and
 - h. Heavyweight Air Express Limited (an Irish registered company).
3. Under the terms of the Inter-Group Loan Agreement the Company will loan up to £100,000 to HAE at an interest rate of 3% per annum over base rate of the Bank of England and repayable on demand, to assist, inter alia, with the acquisition by HAE of the shares in the Company's holding company, Westbush Limited and to assist with the payment of the Professional Fees.
4. Assisting in the payment of HAE's professional costs of those advisors set out in Rider 1 totalling no more than £185,000 (the "Professional Fees").

Auditors' Report to the Director of Napier Oban Wolfe Limited (the "Company") Pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the director dated *26 February 2007* in connection with the proposal that the Company should give financial assistance for the acquisition of the 100 Ordinary shares of £1.00 each held by Michael Percy Timson and Christopher Chapman and Martin Sweeney in the capital of the Company's parent company, Westbush Limited.

Basis of Opinion

We have enquired into the state of the Company's affairs in order to review the basis for the statutory declaration.

Opinion

We are not aware of anything to indicate that the opinion expressed by the director in his declaration as to any of the matters mentioned in section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.



Keens Shay Keens - Milton Keynes -
Registered Auditors
Chartered Accountants

Dated *26/2/07*