

155(6)a

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

4133945

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

Name of company

* UHV DESIGN LIMITED

* insert full name
of company

XWe 8 Ralph Cohen of Mulberry Cottage Oxted Place Broadham Green Oxted
Surrey RH8 9PF
David Barnbrook of Charlwoods Road, East Grinstead RH19 4LH
Paul Stonestreet of Woodlands, 14 Forest Place, Cross in Hand, East
Sussex TN21 0TG
David Cicurel of 71 Springfield Road, London NW8 0QJ

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

† delete as appropriate

~~XXXXXXXXXXXX~~ [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

[illegible][illegible][illegible]

(c) something other than the above\$

The company is proposing to give financial assistance in connection with the acquisition of shares in the

[company] [XXXXXXXXXXXXXXXXXXXX]

The assistance is for the purpose of [that acquisition] ~~(producing or discharging a liability incurred for the~~

XXXXXXXXXXXXXXXXXXXX

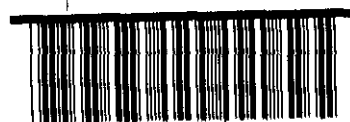
The number and class of the shares acquired or to be acquired is: The entire issued share
capital being 100 Ordinary shares of £1 each

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

Faegre & Benson LLP
7 Pilgrim Street
London
EC4V 6LB

For official Use
General Section

Post room



A22
COMPANIES HOUSE

315
23/02/2006

The assistance is to be given to: (note 2) Judges Capital Plc and The Governor and Company
of Bank of Scotland

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

The assistance will take the form of:

See Annexure 1

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

† delete as
appropriate

Judges Capital plc

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

See annexure 2

The amount of cash to be transferred to the person assisted is £ Up to £10,000,000

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 declaration

Please do not write in this margin

~~X~~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

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

found to be unable to pay its debts. (note 3)

- * delete either (a) or (b) as appropriate
- (a) ~~X~~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 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 11 PILGRIM ST, LONDON
EC4V 6RW

Declarants to sign below

Day Month Year
on

2	1	0	2	2	0	0	6
---	---	---	---	---	---	---	---

before me Alfred Street
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

UHV DESIGN LIMITED
(the "Company")

ANNEXURE 1

The financial assistance will take the form of the execution and delivery by the Company of the following documents that are to be entered into and to which the Company is to be a party, as the same may be amended, varied, supplemented or substituted from time to time, such documents creating obligations given by the Company to secure funding granted to Judges Capital Plc (the "**Purchaser**") by The Governor and Company of the Bank of Scotland (the "**Bank**") to enable the Purchaser to acquire the entire issued share capital of the Company:-

- a) a debenture between the Company and the Bank (the "**Debenture**");
- b) an accession deed to a composite guarantee dated 24 May 2005 by the Company in favour of the Bank (the "**Composite Guarantee**");

(the documents stated in a) – b) above being the "**Security Documents**");

- c) an inter group loan agreement between the Company and the Purchaser (the "**Intra Group Loan Agreement**"); and
- d) a working capital facility between the Company, Judges Capital plc, fellow subsidiary Fire Testing Technology Limited ("**FTT**") and the Bank whereby there will be made available a working capital facility of £500,000 (the "**Working Capital Facility**").

UHV DESIGN LIMITED

("the Company")

ANNEXURE 2

The principal terms on which the assistance is given are as follows:-

1. The Bank, as defined in Annexure 1, has made available a Term Loan of £3,130,000 to the Purchaser (as defined in Annexure 1) (the "Facilities").
2. The Security Documents, as also defined in Annexure 1, are, inter alia, being granted to the Bank to secure the obligations to repay the Facilities.
3. By entering into the Debenture, the Company agrees to grant the following charges:
 - 3.1 by way of legal mortgage all estates or interests in the freehold and leasehold property described in the Schedule to the Debenture together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on any such property;
 - 3.2 by way of fixed charge:-
 - 3.2.1 all estates or interests in any freehold or leasehold property belonging to the Company now or at any time after the date of the Debenture (other than any property charged in terms of Clause 3.1 above) together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;
 - 3.2.2 all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land and the benefit of all other agreements relating to land to which it is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures) which are at any time on the property charged under the Debenture;
 - 3.2.3 all present and future plant, machinery, vehicles, computers and office and other equipment owned by the Company;
 - 3.2.4 all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights and interests accruing or offered at any time in relation to them;
 - 3.2.5 all rights and interests in and claims under all policies of insurance and assurance held or to be held by or insuring to the benefit of the Company and the benefit of all rights and claims to which the Company is now or may be entitled under any contracts;
 - 3.2.6 all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the

nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Company or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Company or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world;

3.2.7 all the Company's goodwill and uncalled capital for the time being;

3.2.8 all present and future book and other debts and monetary claims of the Company whether payable now or in the future and the benefit of all present and future rights and claims of the Company against third parties relating to them and capable of being satisfied by the payment of money;

3.2.9 all present and future bank accounts, cash at bank and credit balances of the Company with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest);

3.2.10 by way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned, (including, without limitation, any immovable property of the Company in Scotland and any Assets in Scotland).

3.3 The Debenture secures all or any monies and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Bank by the Company, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not the Bank shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which the Bank may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual Bank rates and practice as well after as before any demand made or judgment obtained under or in relation to this Debenture) (the "**Debenture Secured Liabilities**") and the Company with full title guarantee also assigns in the Debenture by way of security and as a continuing security for the payment or discharge of the Debenture Secured Liabilities in favour of the Bank all the right, title and interest of the Company in and to any interest rate hedging agreements entered into by any person.

4.1 By executing the Deed of Accession the Company enters into a composite guarantee dated 24 May 2005 (the "**Composite Guarantee**") in which the Company, FTT and the Purchaser guarantee the liabilities of each other and the Company becomes a guarantor. Each of the Company, FTT and the Purchaser (each a "Guarantor") will, inter alia undertake to guarantee the due and punctual payment or discharge of all or any monies and liabilities which

shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Bank by the Principals (or any of them), whether actually or contingently, solely or jointly and whether or not the Bank shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which the Bank may in the course of its business charge or incur in respect of any of these matters or for keeping any account of any Principal, and so that interest shall be computed and compounded according to the usual Bank rates and practice as well after as before any demand made or decree obtained under the Composite Guarantee) (the "**Guarantee Secured Liabilities**") (or any part thereof) and shall on demand in writing pay or discharge them to the Bank. The Company also agrees pursuant to the Guarantee to assume liability for the Composite Guarantee Secured Liabilities as primary obligor.

- 4.2 Each Guarantor agrees that any monies from time to time standing to its credit on any account (whether current, deposit, loan or of any other nature whatsoever) with the Bank may be retained as cover for and/or applied by the Bank at any time and without notice to any Guarantor (whether on or before or after the expiry of any fixed or minimum period for which such monies may have been deposited) in or towards payment or satisfaction of any monies or liabilities due, owing or incurred by such Guarantor to the Bank in any manner, whether present or future, actual or contingent, joint or several, whether incurred as principal or surety (or guarantor or cautioner) or in any other way whatsoever.
- 4.3 If the Bank exercises any rights in respect of any monies as referred to in Clause 4.2, above, (including, without limitation, any rights of set-off, accounting or retention or similar rights) in relation to any liability of a Guarantor and that liability or any part of it is in a different currency from any credit balance against which the Bank seeks to exercise its rights, The Bank may use the currency of the credit balance to purchase an amount in the currency of the liability at the prevailing spot rate of exchange and to pay out of the credit balance all costs, charges and expenses incurred by the Bank in connection with that purchase.
- 4.4 The Bank shall not be liable for any loss of interest caused by the determination before maturity of any deposits or any loss caused by the fluctuation in any exchange rate at which any currency may be bought or sold by the Bank.
- 5 By entering into the Intra Group Loan Agreement, the parties, inter alia agree, that the Company may provide a loan facility to the Purchaser to facilitate the repayment of the Facilities and pay the fees and expenses incurred in connection with the negotiation, preparation and execution of the Facilities and the acquisition agreement to acquire the entire share capital of the Company. The loan facility will be repayable on demand with advances bearing interest at a rate agreed between the Company, FTT and the Purchaser, interest will be payable quarterly in arrears or on such dates (if any) as may be agreed between the Company and the Purchaser and interest shall accrue from day to day on the balance of any advance payment, made under the Inter Group Loan Agreement,

outstanding from time to time and shall be calculated on the basis of a year of 365 days for the actual number of days elapsed.

- 6 By entering into the working capital facility between the Company, Judges Capital plc, fellow subsidiary FTT, the Bank will make available the Working Capital Facility of up to £500,000 to the Company.

Grant Thornton UK LLP
Chartered Accountants
UK member of
Grant Thornton International

Our Ref: CJF/ACL/Judges/UHV

The Directors
UHV Design Limited
Units 3 and 6
Stonecross Business Centre
Laughton
Nr Lewes
East Sussex

21
17 February 2006

Dear Sirs

**AUDITORS' REPORT TO THE DIRECTORS OF UHV DESIGN
LIMITED (THE COMPANY) PURSUANT TO SECTION 156(4) OF
THE COMPANIES ACT 1985**

We have examined the attached statutory declaration of the directors dated **21** February 2006 in connection with the proposal that the Company should give financial assistance for the purchase of 100 Ordinary Shares of £1 each, being the Company's entire issued share capital.

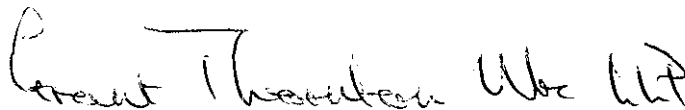
BASIS OF OPINION

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



GRANT THORNTON UK LLP
REGISTERED AUDITORS
CHARTERED ACCOUNTANTS

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