

CHFP025

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

**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

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

Name of company

\* Ever 1508 Limited (the "Company")

\* insert full name  
of company

~~X~~We Please see Annexure 1.

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

† delete as appropriate

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

The business of the company is:

§ delete whichever  
is inappropriate

[illegible]

(c) something other than the above §

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

~~XXXXXXXX~~ [company's holding company Ultraframe

Limited] †

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: 97,485,423 ordinary shares  
of 25 pence each

Presenter's name address and  
reference (if any) :  
DLA Piper UK LLP  
101 Barbirolli Square  
Manchester  
M2 3DL

DX: 14304 MANCHESTER  
Ref: 83093/120001/11182302

For official Use  
General Section

Post room

SATURDAY



A03

\*AONUHKM2\*

18/11/2006

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COMPANIES HOUSE

The assistance is to be given to: (note 2) Latium Holdings Limited  
(Company number 5816134) of Cypress House, 3 Grove Avenue, Wilmslow, Cheshire SK9 5EG (the "Purchaser")

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:

The execution by the Company of:

1. the Debenture;
2. the Guarantee;
3. the Intra-Group Loan Agreement

(as may be amended, varied, supplemented or substituted from time to time) and the Company complying with and fulfilling its obligations thereunder.

All capitalised terms have the meaning given in Annexure 4 to this form 155(6)a.

The person who [has acquired] ~~XXXXXX~~ † the shares is:  
the Purchaser.

† delete as  
appropriate

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

Please see Annexure 2.

The amount of cash to be transferred to the person assisted is £ Please see Annexure 3.

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.

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

\* 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) ~~Not intended to disclose the identity of the company with which the bank and we have entered into a contract that the company will be able to pay its debts on or before the date when the company is due to pay its debts.~~ (note 3)

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

Declarants to sign below

DLA, Manchester

Declarants to sign below

*[Signature]*

*[Signature]*

Day Month Year  
on 09 11 2006

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.~~

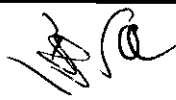
## NOTES

- 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



**Company Number: 4160095**

**EVER 1508 LIMITED**

**ANNEXURES TO FORM 155(6)a**

**ANNEXURE 1**

**Name:** Stuart Lees

**Address:** Springfield, Macclesfield Road, Alderley Edge, Cheshire SK9 7BW

**Name:** Bryan Stock

**Address:** The Coach House, 10 Shepley Road, Barnt Green, Worcestershire B45 8JW

**Company Number: 4160095**

**EVER 1508 LIMITED**

**ANNEXURES TO FORM 155(6)a**

**ANNEXURE 2**

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

**1. The Debenture**

Pursuant to the terms of the Debenture, the Company:

- 1.1 covenants with the Bank to pay or discharge the Secured Liabilities; and
- 1.2 creates in favour of the Bank fixed and floating charges over and/or assigns to the Bank all its assets and undertaking both present and future by way of security for the Secured Liabilities.

**2. The Guarantee**

Pursuant to the terms of the Guarantee, each Guarantor unconditionally and irrevocably guarantees the payment or discharge of the Secured Liabilities and as a separate obligation unconditionally and irrevocably agrees to indemnify the Bank against all costs, losses or liabilities resulting from the failure by any Principal; to make due and punctual payment of the Secured Liabilities or resulting from any of the Secured Liabilities becoming void, voidable, unenforceable or ineffective against any Principal.

**3. The Intra-Group Loan Agreement**

Pursuant to the terms of the Intra-Group Loan Agreement, the Company could be required to provide funds to enable the Purchaser to meet its obligations (i) to the Bank under or in connection with, inter alia, the Facilities Agreement and the Working Capital Facility Letter and (ii) for any purpose in connection with the Acquisition, and the Purchaser agrees to use reasonable endeavours to meet any shortfall in the working capital requirements of the Company.

JSK

By entering into the various documents referred to above the Company is entering into obligations and assuming liabilities and giving security in connection with reducing or discharging a liability incurred for the purpose of the acquisition of shares in the Company and may in the future be called upon pursuant to any of the documents referred to in this declaration to discharge obligations and/or liabilities arising in connection with the acquisition of shares in the Company.

All capitalised terms have the meaning given in Annexure 4 to this Form 155(6)a.

Company Number: 4160095

**EVER 1508 LIMITED**

**ANNEXURES TO FORM 155(6)a**

**ANNEXURE 3**

The amount of cash to be transferred to the person assisted is any payment made to the Purchaser pursuant to the terms of the Intra-Group Loan Agreement up to a maximum amount of £50,160,000.

**EVER 1508 LIMITED**

**ANNEXURES TO FORM 155(6)a**

**ANNEXURE 4**

In this Form 155(6)a, and all its annexures, the following terms shall have the following meanings:

**"Accession Letter"** means the letter dated 14 July 2006 between the Company (1) and the Bank (2) pursuant to which the Company acceded as an additional borrower to the Working Capital Facility Letter;

**"Acquisition"** means the acquisition of the whole of the issued share capital of the Company by the Purchaser;

**"Bank"** means The Governor and Company of The Bank of Scotland;

**"Bridge Facilities Agreement"** means the secured term loan facility letter dated 1 June 2006 entered into between, inter alia, (1) the Purchaser and (2) the Bank;

**"Bridge Working Capital Facility Letter"** means the working capital facility letter dated 1 June 2006 between the Purchaser (1) and the Bank (2) pursuant to which the Bank provides working capital facilities to the Purchaser and which the Company acceded to as an additional borrower to the Working Capital Facility Letter pursuant to the Accession Letter;

**"Company"** has the meaning ascribed thereto on page 1 of this Form 155(6)a;

**"Debenture"** means the debenture to be executed by the Company in favour of the Bank;

**"Facilities Agreement"** means the secured term loan facility letter to be made between, inter alia, (1) the Intermediate Parent and (2) the Bank;

**"Group"** means at any time the Purchaser, Ultraframe (UK) Limited, Ever 1508 Limited and Ever 1509 Limited, including, without limitation, the Company, and **"Group Company"** means any of them;

**"Guarantee"** means the cross-guarantee to be executed by the Company in favour of the Bank;



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**"Guarantor"** means the Group and any entity which accedes to the Guarantee pursuant to the terms of the Guarantee;

**"Intermediate Parent"** means the Purchaser's holding company being Latium Roofing Systems Limited;

**"Intra-Group Loan Agreement"** means the intra-group loan agreement to be entered into between, inter alia, (1) the Purchaser and (2) the Company;

**"Principal"** means the Group and any entity which accedes to the Guarantee pursuant to the terms of the Guarantee;

**"Purchaser"** has the meaning ascribed thereto on page 2 of this Form 155(6)a;

**"Secured Liabilities"** means all or any money 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 and Security Beneficiaries (or any of them) by the Company, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner), including any money and liabilities of the Company to a third party which have been assigned or novated to or otherwise vested in the Bank and Security Beneficiaries (or any of them) and including interest, discount, commission and other lawful charges or expenses which the Bank and Security Beneficiaries (or any of them) 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 rates and practice of the Bank and Security Beneficiaries (or any of them) (or otherwise agreed in writing) after as well as before any demand made or judgment or decree obtained under or in relation to this Debenture;

**"Security Beneficiaries"** has the meaning ascribed to it in the Debenture;

**"Subsidiary"** means:

- (i) a subsidiary as defined in Section 736 of the Companies Act 1985; and
- (ii) a subsidiary undertaking as defined in Section 258 and Schedule 10A of the Companies Act 1985; and

**"Working Capital Facility Letter"** means the working capital facility letter to be made between, amongst others, the Intermediate Parent (1) and the Bank (2).



KPMG LLP  
St James's Square  
Manchester  
M2 6DS  
United Kingdom

The Directors  
Ever 1508 Limited  
Enterprise Works  
Salthill Road  
Clitheroe  
Lancashire  
BB7 1PE

9 November 2006

Dear Sirs

**Auditors' report to the directors of Ever 1508 Limited pursuant to Section 156(4) of the Companies Act 1985**

We have examined the attached statutory declaration of the directors dated 9 November 2006 in connection with the proposal that the company should give financial assistance for the purpose of reducing and discharging liabilities in connection with the purchase of the entire issued share capital of the company's holding company, Ultraframe Limited.

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

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

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

*KPMG LLP*

KPMG LLP  
Registered Auditor