

G

CHFP025

COMPANIES FORM No. 155(6)b

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

155(6)b

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

[] [] [] [] [] []

05311343

Name of company

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

* Farnborough Services Limited

* insert full name
of company

☒ We ☐ See Schedule 1 attached.

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

† delete as
appropriate

~~XXXXXXXXXX~~ [all the directors]† of the above company (hereinafter called 'this company') do
solemnly and sincerely declare that:

§ delete whichever
is inappropriate

The business of this company is:

- (a) ~~that of a person authorised under section 1 of the Banking Act 1985 to carry on banking business in the United Kingdom~~
(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§

This company is ~~not~~ [a] holding company of* Hogg Robinson Trustees Limited (the "Subsidiary")
which is
proposing to give financial assistance in connection with the acquisition of shares
in ~~the company~~ Farnborough Limited
the holding company of this company.†

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

Slaughter and May (Ref:MSTL/KZE)
One Bunhill Row
London
EC1Y 8YY

For official Use
General Section



The assistance is for the purpose of [that acquisition] ~~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: 1000 ordinary shares of £1 each

The assistance is to be given to: (note 2) Farnborough (Holdings) Limited

(registered number 03946303)

Registered Office: Abbey House, 282 Farnborough Road, Farnborough, Hampshire GU14 7NJ.

The assistance will take the form of:

See Schedule 2 attached.

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

Farnborough (Holdings) Limited

† delete as appropriate

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

See Schedule 3 attached.

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

Please do not write in this margin The date on which the assistance is to be given is Within 8 weeks of the date hereof

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

☒ 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)

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

- (a) ☒ 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)
- (b) ~~It is intended to commence the winding up of the company within 12 months of the date, and we have formed the opinion that this 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 Global House, Victoria Street,
 Basingstoke, Hampshire RG21 3BT

Declarants to sign below

on Day Month Year
 28 01 2005

before me Lynne Gordon
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

69

Schedule 1

David John Chegvidden Radcliffe, of Hinton Bungalow, Hinton Manor Lane, Catherington, Hampshire PO8 0QW;

Roger Malcolm Westwood, of Durham House, Knightsbridge Road, Camberley, Surrey GU15 3TS; and

John Frank William Kennerley, of Old Westwick, Chantry View Road, Guildford, Surrey GU1 3XW.

Schedule 2

Entry by the Subsidiary into the following documents to which it is a party (each as amended, extended, novated or supplemented from time to time) (the **"Documents"**):

1. a debenture (the **"Debenture"**) to be entered into on or about the date hereof between, among others, the Subsidiary and Société Générale as Security Trustee for the Secured Parties (as defined in the Debenture) pursuant to which the Subsidiary will give security for the obligations of Farnborough (Holdings) Limited (**"FHL"**) and any other Group Company which is for the time being a party to any Security Document (each as defined in the Amended and Restated Senior Credit Agreement, as defined below) (the **"Obligors"**) under:
 - (A) an amendment and restatement agreement to be entered into on or about the date hereof between, among others, FHL and Société Générale (as arranger and facility agent, among other things) which amends and restates a senior credit agreement dated 10 May 2000 (the **"Amended and Restated Senior Credit Agreement"**);
 - (B) an amendment and restatement agreement to be entered into on or about the date hereof between, among others, FHL, Farnborough Limited and Société Générale (as arranger and mezzanine agent, among other things) which amends and restates a mezzanine loan agreement dated 10 May 2000 (as amended on 22 June 2000, 11 October 2000, 2 June 2003, 4 December 2003 and 30 January 2004) (the **"Amended and Restated Mezzanine Loan Agreement"**),

(the Amended and Restated Senior Credit Agreement and Amended and Restated Mezzanine Loan Agreement being together, the **"Credit Agreements"**); and
 - (C) certain fees letters, security documents and other financing documents referred to in the Credit Agreements (together with the Credit Agreements, the **"Financing Documents"**);
2. a guarantee (the **"Guarantee"**) to be entered into on or about the date hereof between the Subsidiary and Société Générale as Security Trustee for the Secured Parties pursuant to which the Subsidiary will guarantee the obligations of the other Obligors under the Financing Documents;
3. a multi-party intercompany loan agreement (the **"Multi-Party Intercompany Loan"**) to be entered into on or about the date hereof between the Subsidiary, FHL and others, pursuant to which the Subsidiary may lend funds to FHL,

and any other financial assistance constituted by the Documents, the amounts payable thereunder and/or the transactions contemplated thereby, and the exercise by the Subsidiary of its rights and the performance of its obligations thereunder, which shall include, without limitation, any condition, undertaking, representation, warranty, guarantee, indemnity, loan, waiver, gift, security, agreement, novation, assignment or any other thing done or to be done in connection with the Documents which would constitute financial assistance.

4. An intercreditor accession deed (the "**Intercreditor Accession Deed**") (to be dated on or about the date hereof), made by the Subsidiary, pursuant to which the Subsidiary will accede to an intercreditor agreement (dated 10th May, 2000) between Société Générale (in various capacities), Schroder Venture Funds and others (the "**Intercreditor Agreement**").

Schedule 3

1. By entering into the Debenture, the Subsidiary will grant security to Société Générale as Security Trustee for the Secured Parties under the Financing Documents over all its assets and undertaking specified therein to secure payment and discharge of all Secured Obligations (as defined in the Debenture). Sums drawn down under the Credit Agreements are to be used by FHL, directly or indirectly, to acquire shares in the issued share capital of Farnborough Limited (the "2005 FL Acquisition").

Under the Debenture, the Subsidiary:

- (a) covenants to pay the Secured Obligations to the Security Trustee for its own account, or for the account of the Secured Parties, as and when they are due for payment;
- (b) agrees that it shall not:
 - (i) create or permit to subsist any Encumbrance (as defined in the Amended and Restated Senior Credit Agreement);
 - (ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
 - (iii) enter into any arrangement under which money belonging to a Material Company or Charging Group Company (both terms as defined in the Amended and Restated Senior Credit Agreement) or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts of a Material Company or Charging Group Company; and/or
 - (iv) enter into any other preferential arrangement having a substantially similar effect to an Encumbrance

provided that paragraphs (ii) to (iv) inclusive above do not apply to:

- (i) any netting or set-off arrangements entered into by any Material Company or Charging Group Company in the ordinary course of its *banking arrangements for the purpose of netting debit and credit balances*;
 - (ii) any lien arising by operation of law or in the ordinary course of trading;
and
 - (iii) any Permitted Encumbrance (as defined in the Amended and Restated Credit Agreement).
- (c) with full title guarantee as continuing security for the payment or discharge of the Secured Obligations by way of a fixed charge (which so far as it relates to land in England and Wales vested in the Subsidiary at the date of the Debenture shall be charged by way of legal mortgage) charges all of the

69

Subsidiary's rights, title and interest from time to time (subject to obtaining any necessary third party consents) in each of the following: certain real property, tangible moveable property, bank accounts, intellectual property, goodwill and rights in relation to uncalled capital of the Subsidiary, investments, shares (and dividends, interests and other monies payable in respect of such shares and all other related rights) and monetary claims and all related rights;

- (d) assigns as continuing security for the payment or discharge of the Secured Obligations all the Subsidiary's right, title and interest in: the proceeds of any interest in any insurance policy and all related rights and all rights and claims in relation to any Assigned Account (as defined in the Debenture);
 - (e) charges as continuing security for the payment or discharge of the Secured Obligations by way of first floating charge over the whole of the Subsidiary's undertaking and assets, present and future not otherwise effectively charged to the Security Trustee; and
 - (f) shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require in favour of the Security Trustee or its nominee(s)):
 - (i) to perfect the security created or intended to be created in respect of the Charged Property (as defined in the Debenture) or for the exercise of the Collateral Rights (as defined in the Debenture);
 - (ii) to confer on the Security Trustee security over any property and assets of the Subsidiary located in any jurisdiction outside England and Wales to be conferred by or pursuant to the Debenture; and/or
 - (iii) to facilitate the realisation of the Charged Property.
2. By executing the Guarantee, the Subsidiary guarantees to the Security Trustee the due and punctual performance of all obligations of the Borrowers (as defined in the Credit Agreements) under the Financing Documents, under which sums are to be drawn down and used, directly or indirectly, by FHL for the purposes of the 2005 FL Acquisition, and agrees to pay on demand each amount due by the Borrowers which are due, but unpaid, and grants an indemnity to the Security Trustee in respect of certain costs, expenses, liabilities and losses incurred.

The Debenture and Guarantee shall also secure obligations in respect of the sum of £5 million which is to be drawn down by Farnborough Limited under the Amended and Restated Mezzanine Loan Agreement and remitted by Farnborough Limited to FHL. Farnborough Limited may draw down an additional £20 million under the Amended and Restated Mezzanine Loan Agreement in the event that the BCS Disposal (as defined in the Amended and Restated Senior Credit Agreement) does not take place. This additional £20 million may be used to discharge borrowings under the Amended and Restated Senior Credit Agreement.

3. By executing the Multi-Party Intercompany Loan, the Subsidiary agrees that it may lend certain funds to FHL for the purposes of, among other things, the repayment of principal, interest or other amounts under the Financing Documents and/or the payment of any other costs or expenses incurred by FHL directly or indirectly in connection with the 2005 FL Acquisition.

CC050260117

4. By executing the Intercreditor Accession Deed, the Subsidiary agrees to subordinate its rights to repayment of any monies due from time to time from any intra-group borrower to it in certain circumstances and to the ranking of priority between certain creditors of Farnborough Limited and its subsidiaries; and agrees to indemnify the Security Trustee and the Secured Parties for certain costs, claims, expenses and liabilities under the Intercreditor Agreement.

The Directors
Farnborough Services Limited
Abbey House
282 Farnborough Road
Farnborough
Hampshire
GU14 7NJ

28 January 2005

Dear Sirs

Auditors' report to the directors of Farnborough Services Limited pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors of Farnborough Services Limited (the "Company") dated 28 January 2005 in connection with the proposal that the Company's subsidiary undertaking, HR Trustees Limited, should give financial assistance for the acquisition of the ordinary shares of the Company's holding company, Farnborough Limited, by Farnborough (Holdings) Limited. 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