

Page 1

Please do not
write in this
margin

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

The assistance is to be given to (note 2) THE COMPANY (WHOSE REGISTERED OFFICE IS AT
VOLVOX HOUSE, GELDERD ROAD, LEEDS, WEST YORKSHIRE, LS12 6NA)

PLEASE SEE APPENDIX 3 ATTACHED

† delete as appropriate

PLEASE SEE APPENDIX 4 ATTACHED

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

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

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) ~~We~~ 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)

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

(b) XXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX
have formed the opinion that this company will be able to pay its debts in full within XXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX* (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





Volvox House, Leeds, LS12 6AN

	Day	Month	Year
on	2 1	0 2	2 0 0 6

before me Miriam Weiss

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

Declarants to sign below

 JH
 KP
 TW
 CW

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 -

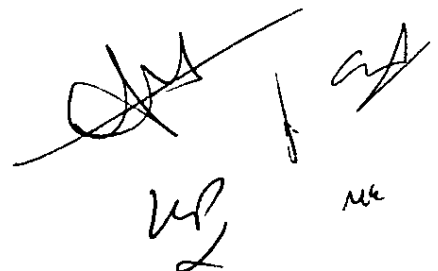
The Registrar of Companies
Companies House
37 Castle Terrace
Edinburgh
EH1 2EB

VOLVOX GROUP LIMITED
(COMPANY NUMBER 05394180)
APPENDICES TO FORM 155(6)b

APPENDIX 1

Names and Addresses of all Directors of the Company

Name	Address
John Maddison Hall	The Granary Briery Hall Farm Chevet Lane Wakefield West Yorkshire WF2 6PT
Dr Keith Pacey	Bowers Fold First Drift Wothorpe Stamford Lincolnshire PE9 3JL
Anthony Frederick Welham	82 West End Lane Horsforth Leeds West Yorkshire LS18 5EP
Craig Wilkinson	2 William Foster Way Burley in Wharfedale Ilkley West Yorkshire LS29 7SS

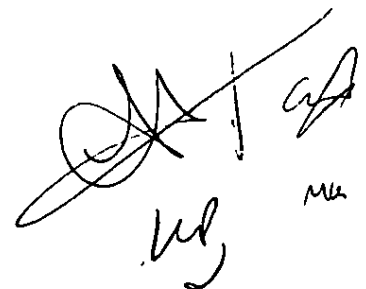
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VOLVOX GROUP LIMITED
(COMPANY NUMBER 05394180)
APPENDICES TO FORM 155(6)b

APPENDIX 2

The number and class of the shares to be acquired

1,417,500 A Preference Shares of £1.00 each and 180,000 B Preference Shares of £1.00 each

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VOLVOX GROUP LIMITED
(COMPANY NUMBER 05394180)
APPENDICES TO FORM 155(6)b

APPENDIX 3

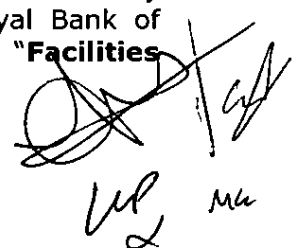
The form of the financial assistance to be given by BMAC Limited (company number 05393377) ("BMAC")

The entering into by BMAC of the documents listed and described at paragraphs 2 to 4 below (or the documents referred to therein or relating thereto) as the same may be amended, increased, novated and/or replaced, varied, supplemented or substituted from time to time, which will be entered into, directly or indirectly, in connection with the redemption by the Company of the outstanding preference shares issued in the capital of the Company (the "**Redemption**");

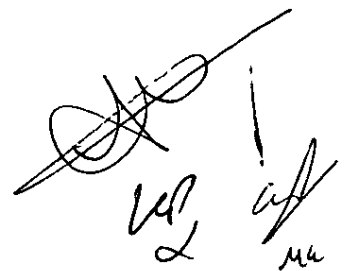
1. an amendment agreement (the "**Second Amendment Agreement**") to be entered into between (1) the Company, Volvox Leeds Limited (company number 05395053) ("**Volvox Leeds**"), BMAC, Van-Line Limited (company number 05393378) ("**Van-Line**"), Ring Automotive Limited (company number 05305131) ("**Ring Automotive**"), Arctic Products Limited (company number 01582704) ("**Arctic Products**") and Lighten Point Corporation Europe Limited (company number 01457632) ("**Lighten Point**") (together the "**Group**"), (2) The Royal Bank of Scotland plc (the "**Arranger**") and (3) National Westminster Bank Plc (the "**Lender**"), pursuant to which the credit agreement entered into on 18 April 2005 between the Company, Volvox Leeds, the Arranger and the Lender, as amended by an amendment agreement entered into on 20 December 2006 between, inter alia, the Group, the Arranger and the Lender (the "**Original Credit Agreement**"), would be further amended in order to:
 - 1 1 increase the amount of the term loan made available pursuant to the terms of the Original Credit Agreement, as amended by the Second Amendment Agreement (the "**Credit Agreement**") so that, with effect from the date of the Second Amendment Agreement, the Lender would make available to Volvox Leeds a sterling term loan of £3,500,000 (the "**Term Facility**");
 - 1 2 further amend the repayment schedule of the Term Facility so as to extend this by a further 12 months; and
 - 1.3 extend the final repayment date of the revolving facility made available pursuant to the Credit Agreement (the "**Revolving Facility**") so as to extend this to 30 September 2011;

(the Term Facility and Revolving Facility, together with the multi-option facility (the "**Ancillary Facility**") of up to £2,250,000 made available by the Lender to each member of the Group, being the "**Facilities**");

(the Credit Agreement, together with the ancillary facility letter (the "**Ancillary Facility Letter**") entered into on 18 April 2005 between the Royal Bank of Scotland plc and each member of the Group, together being the "**Facilities Agreements**"),

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2. an amendment deed (the "**Security Amendment Deed**") to be entered into between each member of the Group and the Lender, pursuant to which the terms of composite guarantee and debenture (the "**Composite Guarantee and Debenture**") entered into on 18 April 2005 between, inter alia, the Group and the Lender, pursuant to which each member of the Group:
- 2.1 guaranteed to the Lender all monies, liabilities and obligations of the Group arising under the Original Credit Agreement and the Ancillary Facility Letter; and
- 2.2 granted fixed and floating charges over substantially all the assets and undertaking of each member of the Group and providing for an assignment of the Acquisition Documents (as defined in the Original Credit Agreement), securing, inter alia, any liability of the Group to the Lender under the Original Credit Agreement and the Ancillary Facility Letter and any other finance and security documents entered into in relation to the Original Facility and Ancillary Facilities including the Composite Guarantee and Debenture,
- would be amended so that, inter alia, the guarantee and security granted pursuant thereto covered the Facilities (including the increased amount made available by virtue of the Second Amendment Deed) and any future amendments to the same (the Composite Guarantee and Debenture, as amended by the Security Amendment Deed, being the "**Amended Guarantee and Debenture**");
- 3 a guarantee (the "**Natwest Guarantee**") to be entered into between each member of the Group in favour of the Lender pursuant to which each member of the Group will jointly and severally guarantee to discharge on demand all the liabilities of any kind and in any currency of the each other member of the Group to the Lender, together with interest from the date of demand, and
4. debentures (the "**Natwest Debentures**") to be granted by each member of the Group in favour of the Lender pursuant to which the relevant member of the Group will covenant to discharge on demand all its liabilities to the Lender of any kind and in any currency and as a continuing security for such discharge and with full title guarantee will charge by way of fixed and floating charges substantially all of its assets and undertaking

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VOLVOX GROUP LIMITED
(COMPANY NUMBER 05394180)
APPENDICES TO FORM 155(6)b

APPENDIX 4

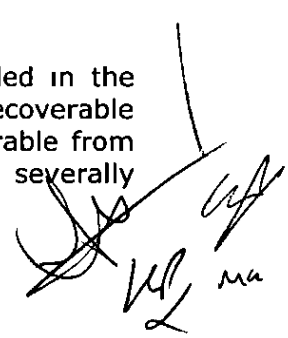
Principal terms on which financial assistance will be given by BMAC

Terms defined in Appendix 3 have the same meaning in this Appendix 4

1. By executing the Security Amendment Deed, BMAC will amend the terms of the Composite Guarantee and Debenture with the effect that it will:
 - 1.1 guarantee as principal obligor and not merely as surety the punctual performance by each member of the Group of all obligations to the Lender under the Finance Documents (as defined in the Credit Agreement) and the payment of all sums payable under such Finance Documents as and when the same shall become due,
 - 1.2 undertake that it will on demand upon default by a member of the Group in the payment of any sum under or in connection with the Finance Documents pay such sum as if it was expressed to be the primary obligor together with interest payable thereon;
 - 1.3 give an indemnity to the Lender against any cost, loss or liability suffered by the Lender under the Finance Documents as a result of any obligation guaranteed by it being or becoming unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which the Lender would otherwise have been entitled to recover,

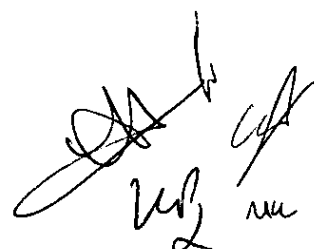
(together the "**Guaranteed Obligations**"); and
 - 1.4 as primary obligor and not merely as surety, covenant with the Lender that it will pay or discharge its obligations under the Ancillary Facility Letter and the Guaranteed Obligations in each case together with all costs, charges and expenses incurred by the Lender in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents or any other document evidencing or securing any such liabilities,

for the avoidance of doubt, such obligations referred to in paragraphs 1.1, 1.3 and 1.4 including the increased Term Facility made available to Volvox Leeds on or around the date hereof pursuant to the Credit Agreement.
2. By executing the Natwest Guarantee, BMAC will unconditionally and irrevocably
 - 2.1 jointly and severally guarantee to discharge on demand all liabilities of any kind and in any currency of each other member of the Group to the Lender with interest from the date of demand, and
 - 2.2 agree that any item or amount claimed by the Lender to be included in the liabilities of each member of the Group to the Lender which is not recoverable from BMAC on the basis of a guarantee shall nevertheless be recoverable from BMAC as principal debtor by way of indemnity and BMAC jointly and severally

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agrees to discharge that liability on demand with interest from the date of demand

3. By executing the relevant Natwest Debenture, BMAC will:
 - 3.1 covenant to discharge on demand all BMAC's liabilities to the Lender of any kind and in any currency; and
 - 3.2 as a continuing security for such discharge and with full title guarantee will charge to the Lender by way of fixed and floating charges all its right title and interest from time to time in substantially all of its assets and undertaking

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KPMG LLP
1 The Embankment
Neville Street
Leeds LS1 4DW
United Kingdom

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Fax +44 (0) 113 231 3655
DX 724440 Leeds

Private & confidential

The Directors
Volvox Group Limited
Gelderd Road
Leeds
LS12 6NB

Our ref sw/sef

21st February 2008

Dear Sirs

Auditors' report to the directors of Volvox Group Limited (company number 05394180) (the "Company") pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors dated 21st February 2008 in connection with the proposal that the Company's subsidiary, BMAC Limited, should give financial assistance for the purchase of 1,417,500 A preference shares and 180,000 B preference shares in the capital of the Company

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
Registered Auditor