

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

**155(6)b**

\*ADB4B3AQ\*

A10	20/09/2008	187
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COMPANIES HOUSE

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) \_\_\_\_\_  
Broomco (4139) Limited with registered number 6526542 whose registered office  
is at Units 2 & 6 Offerton Barns Business Centre, Offerton Lane, Hindlip,  
Worcestershire WR3 8SX

Please see schedule 1

† delete as appropriate

Please see schedule 2

The value of any asset to be transferred to the person assisted is £ N11

within 8 weeks of the date hereof

Laserform International 12/99

**AWS ELECTRONICS GROUP LIMITED ("COMPANY")**

**SCHEDULE 1**

This is the document Schedule 1 referred to in the statutory declaration dated 15 September 2008

The assistance will take the form of the execution and delivery by Cemgraft Limited ("**Subsidiary**") of the following documents and the performance by the Subsidiary of its obligations under those documents

- 1 the proposed deed of guarantee to be entered into between Broomco (4139) Limited ("**Purchaser**"), AWS Electronics Group Holdings Limited ("**Holdings**"), the Company, AWS Electronics Limited, the Subsidiary, AWS Electronics (Stone) Limited and Jantec Electronic Services Limited ("**Subsidiaries**") (together the "**Companies**") and Clydesdale Bank plc (trading as Yorkshire Bank) ("**Bank**") ("**Bank Guarantee**"),
- 2 the proposed debenture to be entered into between the Subsidiary and the Bank ("**Bank Debenture**"),
- 3 the proposed intra-group loan agreement to be entered into between Holdings, the Company, the Subsidiaries, and the Purchaser ("**Intra-Group Loan Agreement**"),
- 4 the proposed intercreditor agreement to be entered into between the Bank, the Companies, the Barclays Unquoted Investments Limited and Globe Nominees Limited ("**Inter-Creditor Agreement**"), and
- 5 the proposed invoice discounting agreement to be entered into between the Subsidiary and the Bank ("**Invoice Discounting Agreement**")

**AWS ELECTRONICS GROUP LIMITED**

**SCHEDULE 2**

This is the document Schedule 2 referred to in the statutory declaration dated 15 September 2008

The principal terms on which the assistance will be given are

- 1 pursuant to the Bank Guarantee pursuant to which Holdings, the Company, the Subsidiaries and the Purchaser will agree to guarantee all or any monies at any time due, owing or incurred in any manner from or by each other to the Bank,
- 2 pursuant to the Bank Debenture pursuant to which fixed and floating charges will be created over the whole of the Subsidiary's assets and undertaking to secure the Bank Guarantee, inter alia, all or any monies and liabilities at any time due, owing or incurred in any manner from or by the Subsidiary to the Bank,
- 3 pursuant to the Intra-Group Loan Agreement pursuant to which Holdings, the Company and the Subsidiaries will agree to make certain advances to, amongst others, the Purchaser up to a maximum aggregate value of £60,000,000, which advances the Purchaser may use for among other things the funding of the acquisition of the entire issued share capital of Holdings and/or the repayment of monies incurred by the Purchaser to fund the acquisition of the entire issued share capital of Holdings,
- 4 pursuant to the Inter-Creditor Agreement pursuant to which the parties thereto will agree to regulate the priority of their respective liabilities, and
- 5 the Invoice Discounting Agreement pursuant to which the Subsidiary assigns to the Bank with full title guarantee all its debts and related rights, part of the proceeds of which shall be used for funding of the acquisition of the shares in Holdings

PD  
Company No: 05626347

**AWS ELECTRONICS GROUP LIMITED**

**SCHEDULE 3**

This is the document Schedule 3 referred to in the statutory declaration dated *15 September* 2008

The amount of cash to be transferred to the Purchaser is variable Under the Intra-Group Loan Agreement Holdings, the Company and the Subsidiaries have agreed to advance monies to the Purchaser The agreement to advance monies to the Purchaser is subject to a maximum aggregate value of £60,000,000 It is also subject to such advances not prejudicing the ability of the Company to pay its debts as they fall due and the Company having sufficient resources to make such payments



Accountants &  
business advisers

The Directors of AWS Electronics Group Limited ("the Company")  
Unit 2 Offerton Business Centre  
Offerton Lane  
Hindlip  
Worcester  
Worcestershire  
WR3 8SX

Our ref     TRS/MGC/EM

15 September 2008

Dear Sirs

**Independent Auditors' Report to the Directors of AWS Electronics Group Limited, Company number 05626347, pursuant to Section 156(4) of the Companies Act 1985**

We have examined the attached statutory declaration of the directors of the Company dated 15 September 2008 in connection with the proposal that AWS Electronics (Stone) Limited, company number 05471427, of which this Company is a holding company should give financial assistance for the purchase of the entire issued share capital of its ultimate holding company AWS Electronics Group Holdings Limited, company number 06548022

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 might state to the directors those matters we are required to state to them in an auditors' report 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's directors as a body, for our work, for this report, or for the opinions we have formed.

**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

**PKF (UK) LLP**  
Registered Auditors  
**15 September 2008**

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