

**Declaration in relation to  
assistance for the acquisition  
of shares.**

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

SC139238

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

Name of company

\* CLYDE BERGEMANN LIMITED

\*Insert full name  
of company

†/We†

†Insert name(s) and  
address(es) of all  
the directors

James Allan McColl, of "Roc Fleuri", 1 rue de Tenao, MC98000, Monaco, Alexander Stewart of 8 MacNicol Park, Stewartfield, East Kilbride G74 4QE, Keith Gordon Murray of 3 Ministers Park, East Kilbride, Strathclyde, G74 5BX and James Bennett Fairbairn of 10 Walker Drive, Dennyloanhead, Stirlingshire FK4 1RW being

§ Delete as  
appropriate

~~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

~~(a) that of a recognised bank licensed institution within the meaning of the Banking Act 1979~~ †

~~(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 †

The company is proposing to give financial assistance in connection with the acquisition of shares in the [company] [company's holding company] § Clyde Blowers Limited (Registered Number SC017951)

The assistance is for the purpose of [that 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: See Paper Apart 1

Presenter's name, address and  
reference (if any):

Dundas & Wilson CS  
Saltire Court  
20 Castle Terrace  
Edinburgh EH1 2EN  
JRM/ASM/SAW004.0001

For official use  
General Section

Post room



COMPANIES HOUSE

The assistance is to be given to: (note 2)

Redwood Group Limited (Registered Number SC188877), whose Registered Office is at 1 Redwood Crescent, East Kilbride, Glasgow G74 5PA.

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:

See Paper Apart 2

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

Redwood Group Limited

\*Delete as  
appropriate

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

See Paper Apart 3

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

The date on which the assistance is to be given is within 8 weeks of the date hereof.

Please do not  
write in  
this margin

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

†Delete either (a) or  
(b) as appropriate

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

(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 I/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 ~~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 GLASGOW

Declarants to sign below

on 

Day	Month	Year
16	03	2001

before me

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

[Signature]  
[Signature]  
[Signature]  
[Signature]

## 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 is:-

The Registrar of Companies  
Companies House  
Crown Way  
Cardiff  
CF14 3UZ

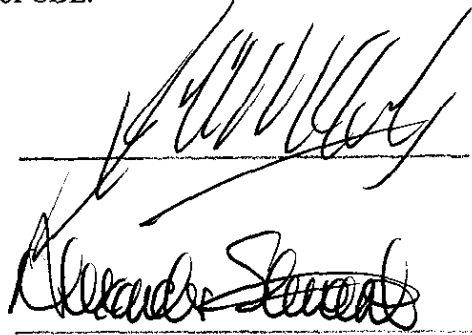
or, for companies registered in Scotland:-

The Registrar of Companies  
37 Castle Terrace  
Edinburgh  
EH1 2EB

**This is Paper Apart 1 to the foregoing Companies Form 155(6)a by Clyde Bergemann Limited (Registered Number SC139238) (the "Company") in relation to financial assistance by the Company in connection with the acquisition of shares in Clyde Blowers Limited (Registered Number SC017951) ("CBL") a holding company of the Company.**

**The number and class of shares acquired is:-**

14,830,363 Ordinary Shares of £0.25 in the share capital of CBL.



A handwritten signature, likely "Alexander Stewart", written in black ink over a horizontal line.



A handwritten signature, likely "Kenneth O'Malley", written in black ink over a horizontal line.



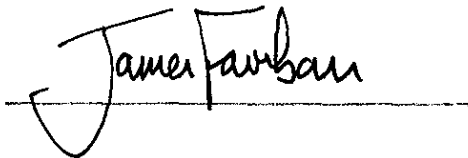
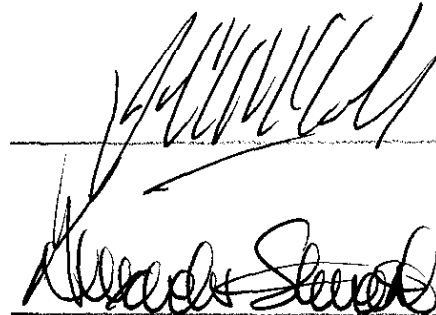
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**This is Paper Apart 2 to the foregoing Companies Form 155(6)a by Clyde Bergemann Limited (Registered Number SC139238) (the "Company") in relation to financial assistance by the Company in connection with the acquisition of shares in Clyde Blowers Limited (Registered Number SC017951) ("CBL"), a holding company of the Company.**

**The assistance will take the form of:**

The grant by the Company of the following documents pursuant to the terms of the Senior Facility Agreement in security of its obligations under the Financing Documents which include sums borrowed by Redwood Group Limited (Registered Number SC188877)("RGL") under the Senior Facility Agreement to refinance indebtedness incurred by RGL in connection with the acquisition of the entire issued share capital of CBL by RGL:-

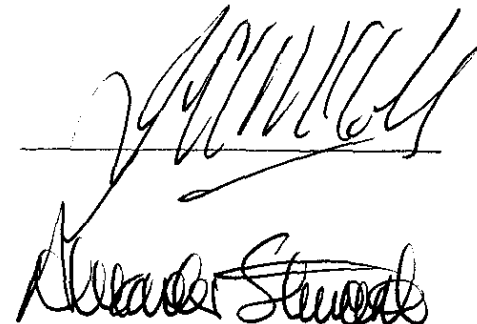
1. a floating charge (the "**Floating Charge**") over the whole of the property, rights and assets (including uncalled capital) of the Company proposed to be granted by the Company in favour of the Security Trustee pursuant to which the Company will secure its present and future liabilities to the Secured Parties as defined in the Floating Charge.
2. a guarantee (the "**Guarantee**") proposed to be granted by the Company in favour of the Security Trustee pursuant to which the Company will guarantee payment of the Secured Obligations to the Secured Parties as defined in the Guarantee.
3. an intra group loan agreement (the "**Intra Group Loan Agreement**") between the Company and RGL pursuant to which the Company will agree to make a credit facility of up to £61,000,000 available to RGL to enable RGL, inter alia, to repay borrowings incurred by RGL under the Senior Facility Agreement.



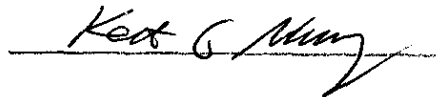
**This is Paper Apart 3 to the foregoing Companies Form 155(6)a by Clyde Bergemann Limited (Registered Number SC139238) (the "Company") in relation to financial assistance by the Company in connection with the acquisition of shares in Clyde Blowers Limited (SC017951) ("CBL") a holding company of the Company.**

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

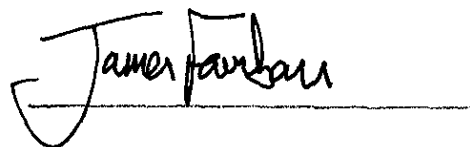
1. The principal terms of the Floating Charge are that the Company will pay or discharge all the Secured Liabilities (as defined therein) which include sums borrowed by RGL under the Senior Facility Agreement to refinance indebtedness incurred by RGL in connection with the acquisition of the entire issued share capital of CBL by RGL and grants the charge referred to at paragraph 1 of Paper Apart 2 in security therefor.
2. The principal terms of the Guarantee are that the Company will pay or discharge all the Secured Obligations (as defined therein) which include sums borrowed by RGL under the Senior Facility Agreement to refinance indebtedness incurred by RGL in connection with the acquisition of the entire issued share capital of CBL by RGL and grants the guarantee referred to at paragraph 2 of Paper Apart 2 in security therefor.
3. The principal terms of the Intra Group Loan Agreement are that the Company will agree to make a credit facility of up to £61,000,000 available to RGL to enable RGL, inter alia, to repay borrowings incurred by RGL under the Senior Facility Agreement which include sums borrowed by RGL under the Senior Facility Agreement to refinance indebtedness incurred by RGL in connection with the acquisition of the entire issued share capital of CBL by RGL.



A handwritten signature, likely of Alexander Stewart, written over a horizontal line.



A handwritten signature, likely of Keith G. Murray, written over a horizontal line.



A handwritten signature, likely of James Farlane, written over a horizontal line.

**These are the definitions applicable to the foregoing Companies Form 155(6)a and Papers Apart relative thereto by Clyde Bergemann Limited (Registered Number SC139238) (the "Company") in relation to financial assistance by the Company in connection with the acquisition of shares in Clyde Blowers Limited, (Registered Number SC017951) a holding company of the Company.**

**"Agent"** means The Governor and Company of the Bank of Scotland incorporated by Act of Parliament and having its head office at The Mound, Edinburgh EH1 1YZ;

**"Arranger"** means The Governor and Company of the Bank of Scotland incorporated by Act of Parliament and having its head office at The Mound, Edinburgh EH1 1YZ;

**"Banks"** means the Banks as defined in the Senior Facility Agreement;

**"Clearing Bank"** means The Governor and Company of the Bank of Scotland incorporated by Act of Parliament and having its head office at The Mound, Edinburgh EH1 1YZ;

**"Facility"** means the term loan and revolving credit facility granted to the Borrowers in Clause 1 of the Senior Facility Agreement;

**"Financing Documents"** means the Senior Facility Agreement, the Mezzanine Facility Agreement, the Security Documents, the Inter Creditor Deed, the Warrant Instrument, the Hedging Documents, any Waiver Letter, any Transfer Certificate and any other document which the Agent and the Parent agree shall be designated as a Financing Document;

**"Group"** means the Parent and its subsidiaries from time to time;

**"Hedging Banks"** means any bank or financial institution which provides hedging facilities to any member of the Group in terms of the Hedging Documents;

**"Hedging Documents"** means any agreements entered into from time to time between any member of the Group and any person in relation to the Group's exposure to floating interest rates or foreign currency exchange rates (and any agreements, confirmations or other documents in any way related to such agreements);

**"Initial Investor"** means Saw Mill Capital Fund III LLC;

**"Inter Creditor Deed"** means the inter creditor deed dated of even date with the Senior Facility Agreement between *inter alios* the Parent, the Obligors, the Agent, the Banks the Mezzanine Lenders and the Investors;

**"Investment Agreement"** means the stock purchase agreement dated on or around the date of the Senior Facility Agreement between the Parent and the Initial Investor;

**"Investors"** means the Initial Investor and includes each other person subsequently becoming a "Subscriber" in accordance with the terms of the Investment Agreement;

**"Mezzanine Facility Agreement"** means the facility agreement dated on or around the date of the Senior Facility Agreement between the Parent, The Governor and Company of the Bank of Scotland and the Mezzanine Lenders in respect of mezzanine facilities as amended, varied, supplemented, novated or replaced from time to time;

**"Mezzanine Lenders"** means the Lenders as defined in the Mezzanine Facility Agreement;

**"Obligors"** means any member of the Group (other than the US Obligors) which has any liability (actual or contingent) to the Security Trustee or any of the Secured Parties for the payment or repayment of any amount;

**"Parent"** means Global Power Solutions, Inc, a Delaware corporation with its executive office at 4015 Presidential Parkway, Atlanta, Georgia GA 30340;

**"Secured Parties"** means the Banks, the Mezzanine Lenders and the Hedging Banks;

**"Security Documents"** means all documents executed or to be executed to give the Banks security or any other form of support in connection with the Facility and the obligations of the Parent under the Hedging Documents;

**"Security Trustee"** means The Governor and Company of the Bank of Scotland in its capacity as agent and security trustee for itself and for each of the Secured Parties;

**"Senior Facility Agreement"** means the facility agreement dated 16TH March 2001 among, inter alia, the Company, the other Obligors listed therein, the Agent, the Arranger, the Clearing Bank and the Banks in respect of senior facilities as amended, varied, supplemented, novated or replaced from time to time;

**"Transfer Certificate"** means a certificate substantially in the form set out in Schedule 11 of the Senior Facility Agreement;

**"US Obligors"** means the US Obligors as defined in the Senior Facility Agreement;

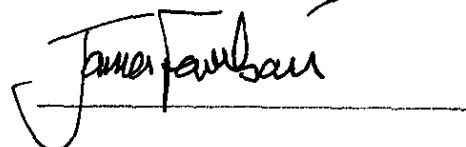
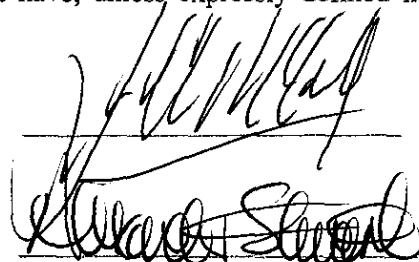
**"Waiver Letter"** means each letter or document setting out the terms (if any) upon which compliance with any provision of any of the Financing Documents is waived by the Agent;

**"Warrant Instrument"** means the instrument executed by the Parent on or around the date of the Senior Facility Agreement constituting warrants to subscribe for 5% of the fully diluted equity share capital of the Parent.

In this Form 155(6)a, unless the contrary intention appears, a reference to:

- (a) a **"person"** includes any individual, company, unincorporated association or body of persons (including a partnership, joint venture or consortium), government, state, agency, international organisation or other entity;
- (b) a provision of law is a reference to that provision as amended or re-enacted; and
- (c) a person includes its successors and assigns.

Capitalised terms defined in the Senior Facility Agreement have, unless expressly defined in this Form 155(6)a, the same meaning in this Form 155(6)a.







ARTHUR ANDERSEN

**Auditors' report to the directors of Clyde Bergemann Limited pursuant to section 156(4) of the Companies Act 1985**

We have examined the attached statutory declaration of the directors dated 16 March 2001 in connection with the proposal that the company should give financial assistance for reducing or discharging a liability incurred for the purchase of the entire issued share capital of Clyde Blowers Limited, the company's parent company.

**Respective responsibilities of directors and auditors**

The company's directors are responsible for the statutory declaration in accordance with applicable United Kingdom law. It is our responsibility as established in the United Kingdom by statute, the Auditing Practices Board and our profession's ethical guidance to review the bases for the declaration, based on our enquiries into the state of the company's affairs, and to provide a report to the directors.

**Basis of opinion**

We have enquired into the state of the company's affairs so far as necessary for us 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.

Arthur Andersen  
Chartered Accountants  
191 West George Street  
Glasgow  
G2 2LB

16 March 2001