

Pursuant to section 155(6) of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

00163011

Name of company

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

* A.A.F. Finance Company Limited (the "Company")

* insert full name
of company

XWe o Eugenio Pereira Carneiro de Sa of 4 Hambling Drive, Beverley, East Yorkshire, HU17 9GD and Peter John Franklin Worlledge of Letham Farmhouse, Haddington, East Lothian EH41 4NW, being

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

† delete as appropriate

~~XXXXXXXXXXXX~~ [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) ~~XX~~

(b) ~~that of a person authorized under section 9 or 4 of the Insurance Companies Act, 1982 to carry on~~

[illegible]

(c) something other than the above §

This company is ~~XXX~~ [a] holding company of* Premier Transline Hire Limited
(company number: 02174045) (the "Subsidiary") _____ which is
proposing to give financial assistance in connection with the acquisition of shares
in ~~XXXXXXXXXX~~ AAF Industries Limited
(company number: 03865868) _____ the holding company of this company.] t

Presenter's name address and
reference (if any) :
Baker & McKenzie LLP
100 New Bridge Street
London
EC4V 6JA

233 London London Chancery Lane

LonDocs: 2335207

For official Use
General Section

Post room



A36 ***AUY**
COMPANIES HOUSE

546
05/01/2006

The assistance is for the purpose of ~~XXXXXXXXXX~~ [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: 104 1/2 m3 27,000,000
ordinary shares of £1 and 20,000,000 B ordinary shares of US\$1

The assistance is to be given to: (note 2) (1) Wire Aus Finco Pty Limited, a company
incorporated in Australia with ACN no 117024441; (2) Wire UK Limited, a
company incorporated in England and Wales with company no 05612013; (3) Wire
NZ Pty Limited, a company incorporated in New Zealand with company no 1723627

The assistance will take the form of:

Please see Appendix A attached hereto

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

† delete as appropriate

Wire UK Limited (company number 05612013) with its registered address at
100 New Bridge Street, London, EC4V 6JA

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

Please see Appendix B attached hereto

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 £ Please see Appendix C

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

Within 8 weeks of the date hereof

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)

[illegible]

Declared at Catfoss Lane, Bordesbarrow,
East Yorkshire, YO25 8ET

Declarants to sign below

Day Month Year
on 19 12 2005

before me M. Bresnan

~~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

APPENDIX A
A.A.F. Finance Company Limited
 (Company number: 00163011)

FORM OF FINANCIAL ASSISTANCE

1. Clidet No 588 (Proprietary) Limited, a company incorporated in the Republic of South Africa, has acquired Waco International Limited ("**Waco**"), the ultimate holding company of the Company. An internal reorganisation of the group will involve the acquisition of the entire issued share capital of AAF Industries Limited, a holding company of the Company by Wire UK Limited.
2. The acquisition of Waco was financed (and indirectly, the subsequent acquisition of AAF Industries Limited by Wire UK Limited will be financed) by part of the monies provided in respect of:
 - (a) a senior facilities agreement (the "**Senior Facility Agreement**"), dated 11 November 2005, between, inter alia, Wire Aus Finco Pty Limited ("**WAFPL**"), Wire UK Limited and Wire NZ Pty Limited, the Financiers named therein, UBS AG, Australia Branch (as Facility Agent, Lead Arranger and Underwriter) and UBS Nominee Pty Limited (the "**Security Trustee**"); and
 - (b) a subordinated bridge facility (the "**Bridge Facility Agreement**"), dated 11 November 2005, between, inter alia, WAFPL, UBS AG, Australia Branch (as Financier) and the Security Trustee,

(together the "**Facilities Agreements**"), in each case as such document is amended, restated, varied or supplemented from time to time.
3. In respect of the acquisition of AAF Industries Limited, financial assistance will be given by way of the Subsidiary entering into:
 - (a) a debenture in respect of the Senior Facility Agreement and the Bridge Facility Agreement to secure all of the present and future assets of the Subsidiary in favour of the Security Trustee (for itself and as trustee for the Beneficiaries (as defined in the Security Trust Deed)) (the "**Debenture**");
 - (b) a guarantee assumption agreement in respect of the obligations of the Borrowers under the Senior Facility Agreement; and
 - (c) a guarantee assumption agreement in respect of the obligations of WAFPL under the Bridge Facility Agreement (together with the guarantee assumption agreement referred to in paragraph 3(b) above, the "**Guarantees**");
 - (d) an accession deed acceding to the Security Trust Deed and the Intercreditor Deed between the Subsidiary and the Security Trustee (the "**Accession Deed**"); and
 - (e) an intercompany loan facility agreement providing for a revolving credit facility, between the Company, the Subsidiary and Wire UK Limited (the "**Intercompany Loan**");

in each case as such document is amended, restated, varied or supplemented from time to time.

4. Defined terms in this Appendix A shall have the same meaning as accorded to them in the Facilities Agreements.

APPENDIX B
A.A.F. Finance Company Limited
 (Company number: 00163011)

THE PRINCIPAL TERMS OF THE FINANCIAL ASSISTANCE

1. In respect of the acquisition of the shares in AAF Industries Limited, the principal terms on which financial assistance will be given by the Subsidiary are as follows.
 - (a) Under the terms of the Debenture:
 - (i) the Subsidiary will covenant with the Security Trustee (as trustee for the Beneficiaries) that it will, on demand of the Security Trustee, discharge and pay all Secured Obligations which the Subsidiary, each Security Provider and each Transaction Party may at any time have to the Security Trustee (whether for its own account or as Security Trustee for the Beneficiaries) or any of the other Beneficiaries under or pursuant to the Transaction Documents including any liability in respect of any further advances made under the Transaction Documents;
 - (ii) subject to the applicable terms of the Debenture, the Subsidiary will charge with full title guarantee by way of first **fixed charge** in favour of the Security Trustee (as trustee for the Beneficiaries) all of its right, title and interest from time to time in and to each of the following assets:
 - (A) the Real Property
 - (B) the Tangible Moveable Property;
 - (C) the Accounts;
 - (D) the Intellectual Property;
 - (E) any good will and rights in relation to the uncalled capital of the Subsidiary;
 - (F) the Investments;
 - (G) the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise); and
 - (H) all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture;
 - (iii) subject to the applicable terms of the Debenture, the Subsidiary will **assign** absolutely with full title guarantee to the Security Trustee (as trustee for the Beneficiaries) as security for the payment and discharge of the Secured Obligations all of the Subsidiary's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party):
 - (A) the proceeds of any Insurance Policy and all Related Rights;
 - (B) all rights and claims in relation to any Assigned Account; and
 - (C) the Material Documents;
 - (iv) subject to the applicable terms of the Debenture, the Subsidiary will charge with full title guarantee in favour of the Security Trustee (as trustee for the Beneficiaries) by way of first fixed **floating charge** all present and future

assets and undertaking of the Subsidiary in respect of the payment and discharge of the Secured Obligations;

- (v) the Subsidiary undertakes that it will not, at any time during the subsistence of the Debenture or Mortgage, create or permit to subsist any Encumbrance over all or any part of the Charged Property other than a Permitted Encumbrance pursuant to the Transaction Documents.

(All capitalised terms in this paragraph 1 (a) shall (unless otherwise defined in this Form 155(b)) be as defined in the Debenture)

(b) Under the terms of the Guarantees:

- (i) the Subsidiary, jointly and severally, unconditionally and irrevocably, will guarantee to the Finance Parties the payment on demand of the Secured Moneys due to each of the Finance Parties under each of the Facilities Agreements;
- (ii) the obligations of the Subsidiary are principal and independent of any other Collateral Security which any Finance Party may hold in respect of the Secured Moneys or any obligations of any Transaction Party or any other person;
- (iii) the obligations of the Subsidiary extend to any increase in the Secured Moneys, inter alia, as a result of any alteration, amendment, variation, supplement, renewal or replacement of any Finance Document to which a Transaction Party and any Finance party is a party;
- (iv) the Subsidiary, jointly, severally, unconditionally and irrevocably as a separate and principal obligation, in respect of any Secured Moneys (or money which would have been Secured Moneys if it had not been irrecoverable) which are irrecoverable by any Finance Party from any Transaction Party or a Guarantor on the footing of a guarantee, to indemnify each Finance Party against any Loss suffered, paid or incurred by that Finance Party in relation to the non payment of that money and must pay the Facility Agent for the account of that Finance Party an amount equal to that money.
- (v) the Subsidiary will be enforceable against the Guarantor without first having recourse to any Collateral Security, whether or not the Secured Moneys are then due and payable and whether or not any Finance Party has:
 - (A) made demand on any Transaction Party (other than any demand specifically required to be given, or notice required to be issued, to a Guarantor under the provisions of the Facilities Agreements or any other Finance Document);
 - (B) given notice to any Transaction Party or any other person in respect of any thing; or
 - (C) taken any other steps against any Transaction Party or any other person;
- (vi) the obligations of the Subsidiary under the Guarantee are absolute, binding and unconditional in all circumstances;
- (vii) the Subsidiary will remain obligated under the Guarantee notwithstanding, inter alia, the grant to any Transaction Party or any other person of any time,

waiver, covenant not to sue or other indulgence; the release (including a release as part of any novation) or discharge of any Transaction Party or any other person; the cessation of the obligations, in whole or in part, of any Transaction Party or any other person under any Transaction Document or any other document or agreement; the liquidation of any Transaction Party or any other person; any arrangement, composition or compromise entered into by any Finance Party, any Transaction Party or any other person; any Transaction Document or any other document or agreement being in whole or in part illegal, void, voidable, avoided, unenforceable or otherwise of limited force or effect; any breach of any Transaction Document or any other document or agreement; or the failure of any other Guarantor or any other person who is intended to become a co-surety or co-indemnifier of that Guarantor to execute this agreement or any other document;

- (viii) the Subsidiary will not be entitled to:
- (A) be subrogated to any Finance Party;
 - (B) to claim or receive the benefit of any Encumbrance, Guarantee or other document of which any Finance Party has the benefit, any moneys held by any Finance Party or any Power;
 - (C) make a claim or exercise or enforce any right, power or remedy (including under an Encumbrance or Guarantee or by way of contribution) against any Transaction Party liable to pay the Secured Moneys;
 - (D) exercise or attempt to exercise any right of set-off against, or realise any Encumbrance taken from, any Transaction Party liable to pay the Secured Moneys; or
 - (E) raise any defence or counterclaim in reduction or discharge of its obligations.

(All capitalised terms in this paragraph 1 (b) shall (unless otherwise defined in this Form 155(b)) be as defined in the Guarantees).

- (c) Under the terms of the Accession Deed the Subsidiary recognises that the Security Trustee will hold, inter alia, all of the Subsidiary's right, title and interest in, to and under the Securities on trust for the Beneficiaries on the terms set out in the Security Trust Deed and the Intercreditor Deed.

(All capitalised terms in this paragraph 1 (c) shall (unless otherwise defined in this Form 155(b)) be as defined in the Security Trust Deed).

- (d) Under the terms of the Intercompany Loan the Subsidiary shall make available to Wire UK Limited, a revolving facility loan subject to the applicable terms of the Intercompany Loan.

APPENDIX C
A.A.F. Finance Company Limited
(Company number: 00163011)

In respect of the acquisition of the shares in AAF Industries Limited, the cash to be transferred by the Subsidiary at the time of the giving of the financial assistance is nil. However, cash may become payable by the Subsidiary if the contingent liabilities in the Debenture, the Guarantees or the Intercompany Loan are enforced.



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The Directors
AAF Finance Company Limited
Catfoss Lane
Brandesburton
Drifffield
East Yorkshire
YO25 8EJ

Our ref dm/by/238

Contact Ben Yorke
+ 44 (0)113 231 3895

19 December 2005

Dear Sirs

Auditors' report to the directors of AAF Finance Company Limited (the 'Company') pursuant to Section 156(4) of the Companies Act 1985

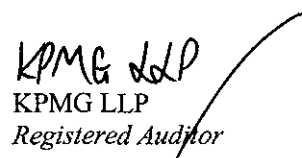
We have examined the attached statutory declaration of the directors of the Company dated 19 December 2005 in connection with the proposal that Premier Transline Hire Limited, of which the Company is a holding company, should give financial assistance for the purchase of the ordinary shares of the Company's holding company, AAF Industries 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 of the Company 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