

CHA 116

Please do not write in this margin

COMPANIES FORM No. 155(6)a

Declaration in relation to assistance for the acquisition of shares.

155(6)a

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

To the Pagistrar of Companies		For official use	Company number
To the negistral of Companies			970239
Name of company			
* SPECIALIST VEHICLES LIMI	TED		
*/We† See Annexure A			
[they style vidisector] [all the directors]	• of the above co	mpany do solem	nly and sincerely declare that
The business of the company is:	3 0, 110 above oc	mpany do colom	ing and emberoly decide that
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(b) xthat xut xx person xauthorised conde	xxectionx8xoxx4xo	fethex insumment of the	отпратняем жож х982 же хожиму юг
inscrance describes and a series of a	olngcloms‡		
(c) something other than the above‡			
The company is proposing to give fin	ancial assistance i	n connection with	the acquisition of shares in the
[сомпрану] [company's holding compan	ny <u>DENNIS GROU</u> F	LIMITED	
			Limited]‡
The assistance is for the purpose of	[that acquisition] [educing×ø×distins	፠ዿኯኇ×፠ኯ፟ፙቑቜቔኇዹኯፚፙዹፙዹኯዹ
§ .[notitienposextantk kox ææ ø oppgr			
The number and class of the shares a	acquired or to be a	cquired is: 56	,821,431
	For official use		
	* SPECIALIST VEHICLES LIMI **/Wet See Annexure A [threx-sode-x-director] [all the directors]: The business of the company is: (a) xthat xof xax keecogniseck trankly flic. (b) xthat xof xax person xauthoriseck track instrumental seeds and the above; The company is proposing to give fine (xon pany) [company's holding company] [company's holding company the assistance is for the purpose of purposes xof xhad xacquisition]. The number and class of the shares and Presentor's name, address and	* SPECIALIST VEHICLES LIMITED */We† See Annexure A [three-sode-color-] [all the directors] of the above color- The business of the company is: (a) xthrat xof x ax [secongrised x brank] (licensed xinstitution) (s) (b) xthrat xof x ax [secongrised x brank] (licensed xinstitution) (s) (b) xthrat xof x ax [secongrised x brank] (licensed xinstitution) (s) instrance branks and the above ‡ The company is proposing to give financial assistance in [company] (company's holding company DENNIS GROUP) The assistance is for the purpose of [that acquisition] [s] purposes xof xthrat xacquisition]. § The number and class of the shares acquired or to be a	Name of company * SPECIALIST VEHICLES LIMITED **/We† See Annexure A [thosexsodexodimector] [all the directors] of the above company do solem The business of the company is: {ca} xtbakxofx axkeecogniseck bankk/fisenseck institution} \(\) xwithin xtbac xneezo instruction business in the company is: (c) xtbak xof xexpecoson xauthoriseck bankk/fisenseck institution} \(\) xwithin xtbac kneezo instruction business in the above \(\) The company is proposing to give financial assistance in connection with [company] [company's holding company DENNIS GROUP LIMITED The assistance is for the purpose of [that acquisition] [rectarking xex xtback xex xtback xex xct xback xex xtback xex xct xback xex xtback xex xtback xex xback xback xex xback xback xex xback xex xback xex xback xex xback xex xback xex xback

Nabarro Nathanson 50 Stratton Street London

W1X 6NX

77 London Chancery AA/DYK/M2503.8 (847886.v1)



COMPANIES HOUSE 20/05/99

The assistance is to be given to: (note 2) The Mayflower Corporation Plc (registered in England and Wales under company number 1832026) whose registered office is at	Please do not write in this margin
Mayflower House, London Road, Loudwater, High Wycombe, Bucks HP10 9RF	Please complet legibly, prefera in black type, o bold block lettering
The assistance will take the form of:	-1
See Annexure B	
The person who [has acquired] [พหาสตสุดเรื่อ]* the shares is:	*Delete as appropriate
THE MAYFLOWER CORPORATION PLC	_
The principal terms on which assistance will be given are:	_
See Annexure C The amount of cash to be transferred to the person assisted is S. Nil	
The amount of cash to be transferred to the person assisted is £ <u>nil</u>	_
The value of any asset to be transferred to the person assisted is £ <u>nil</u>	_

The date on which the assistance is to be given is 8 WEEKS WITHIN THE DATE HEREOF 19 99

Please do not write in this margin

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

tDelete 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) [k/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) [k is intended to accommon or that whiching approxitates company within x2 and x1 in x2 and x3 in x3 and x4. The accompany x3 is a positive in x4 and x4 and x5 and x5 and x5 and x6 are also approximately x6. The companion x6 are also approximately x6.

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 Dennis Eagle, Heathcote

Way, Heathcote Industrial Estato

Warnick, CU34 bTE

the 15 day of April

One thousand nine hundred and ninety nine

before me AAAAA ADRIAN HULL

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

Needla 7 James Soliuta 25 Meer Street Shaffed upon Avan Warm Kahive Declarants to sign below

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.

SPECIALIST VEHICLES LIMITED

ANNEXURE A

John William Taylor Benjamin of Virginia Cottage, 102 Upper Harlestone, Northampton NN7 4EL, David Walter Berry of 1 Woodlands Close, Ormskirk, Lancashire L39 4RD, Christopher John Blakemore of 1 Sanglewood Close, Sainfrial, Telford, Shropshire TF11 9AT, Robert Anthony Bryson of 24 Rodney Way, Guilford, Surrey GU1 2NY, Robert Joseph Coombes of The Hollow, Midhurst Road, Haslemere, Surrey GU27 2PT, Roger Alan Heard of 17 Silver Birches Way, Elstead, Godalming, Surrey GU8 6JA, Eric Holt of 25 Griffin Road, Warwick, Warwickshire CV34 6QX, Paul Terrance Langham of Brambles, Whitecross Road, Wilburton, Ely, East Cambridgeshire CB6 3QB, Alan McClafferty of 3 Cobbetts Farm, Bisley, Woking, Surrey GU24 9E3, James Finlayson Miller of 11 Cambrian Way, Swadlincote, Derbyshire DE11 9DT, Robert Maurice Rawlinson of 6 Calshot Way, Frimley, Camberley, Surrey GU16 5FA, John Ingham Smith of Old Hatch Cottage, Hammer Lane, Haslemere, Surrey GU27 3QX, Norman Keith Thodey of 8 Croft Close, Warwick, Warwickshire CV34 6QY, Michael John Underhill of 8 Emmerdale Drive, Lutley, Halesowen, West Midlands B63 1HL and John Jospeh Fleming of The Wellhouse, Pudding Lane, Bright Walton, Newbury, Berkshire RG20 7BY.

SPECIALIST VEHICLES LIMITED

ANNEXURE B

The entry by the Company into a guarantee in favour of Credit Suisse First Boston (the "Facility Agent") as agent and trustee for the Banks (as defined in the Credit Agreement), the Facility Agent and Credit Suisse First Boston as issuer of guarantees under the Credit Agreement (the "Issuing Bank") in respect of the obligations of The Mayflower Corporation plc and any of its subsidiaries under a credit agreement between The Mayflower Corporation plc (1), the Banks (as defined therein) (2), Credit Suisse First Boston and Greenwich NatWest Limited (formerly known as Natwest Capital Markets Limited) as arrangers (the "Arrangers") (3), the Facility Agent (4) and the Issuing Bank (together with the Banks and the Facility Agent the "Secured Parties") (5) dated 10 August 1998 as amended and restated from time to time (the "Credit Agreement").

SPECIALIST VEHICLES LIMITED

ANNEXURE C

The principal terms on which assistance will be given are:

- 1. The Company will guarantee to the Facility Agent as agent and trustee for the Secured Parties that it shall on demand pay to the Facility Agent in the currency in which the same falls due for payment under the terms of the Credit Agreement all monies which are then or at any time thereafter shall have become due or owing by The Mayflower Corporation plc and any of its subsidiaries that become a party to the Credit Agreement to any or all of the Secured Parties pursuant to the Credit Agreement.
- 2. The Credit Agreement provides for a term loan facility (the "Term Loan") in the maximum principal amount of £315,000,000 made available to The Mayflower Corporation Plc and a multi-currency revolving loan and guarantee facility (the "Revolving Facility") in the maximum principal amount of £95,000,000 to be made available to The Mayflower Corporation plc and any of its subsidiaries that become a party to the Credit Agreement. The Mayflower Corporation plc may nominate certain of its subsidiaries to become Borrowers under the Credit Agreement on giving notice to the Facility Agent and provided that the Borrower complies with certain conditions.
- 3. The facilities have the following key features:
- 3.1 The Term Loan is repayable in instalments every twelve months, beginning 31 December 1999 and ending 31 December 2003 in the amounts of £12,500,000, £30,000,000, £37,500,000, £45,000,000 and £190,000,000 respectively.
- 3.2 Advances made under the Revolving Facility, are made repayable on the Interest Date of the Interest Period (as those terms are defined in the Credit Agreement) relating to those advances, and sums repaid may be reborrowed prior to 30 November 2003.
- 3.3 Interest on the Term Loan and the Revolving Facility will be the aggregate of the margin (which varies between 0.4% per annum and 1.625% per annum in accordance with the ratio of Total Debt to EBITDA (as those terms are defined in the Credit Agreement) (the "Margin"), LIBOR and the Mandatory Cost Rate (as those terms are defined in the Credit Agreement).
- 3.4 A Borrower may request in a drawdown notice that an advance under the Revolving Facility be denominated in certain alternative currencies.
- 3.5 The Revolving Facility may also be utilised by the Issuing Bank issuing a guarantee, bond, letter of credit, documentary or other credit, or any other instrument of suretyship or payment (a "Guarantee") at the request of The Mayflower Corporation plc or any of its subsidiaries that become a party to the Credit Agreement (the "Borrowers"). The Borrowers agree to indemnify and keep indemnified the Issuing Bank and each Bank from and against all actions, suits, proceedings, claims, demands, liabilities, damages, costs, expenses, losses and charges in relation to or arising out of any Guarantee issued

by the Issuing Bank and each indemnity given by each Bank to the Issuing Bank in relation to each Guarantee. Each Borrower agrees to pay to the Issuing Bank for its own account or to the Facility Agent for the account of the Banks, as the case may be, on demand the amount of all payments made (whether directly or by way of set-off, counterclaim or otherwise) and all losses, costs and expenses suffered or incurred by the Issuing Bank under or by reason of each such Guarantee and each indemnify given by each Bank to the Issuing Bank in relation to each Guarantee.

3.6 Interest on sums due to the Facility Agent for the account of the Issuing Bank or the Banks detailed at 3.5 above is charged at the rate of the aggregate of (a) one per cent per annum, (b) the Margin, (c) LIBOR and (d) the Mandatory Cost Rate (as defined in the Credit Agreement).



CHA 116

Page 1

AA/DYK/M2503.8 (847886.v1)

COMPANIES FORM No. 155(6)a

Declaration in relation to assistance for the acquisition of shares.



rease do not rite in this nargin	Pursuant to section 195(o) or the	Companies Act 1900		
lease complete egibly, preferably black type, or	To the Registrar of Companies		For official use	Company number 970239
old block lettering	Name of company			h
ote lease read the no n page 3 before ompleting this for	* SPECIALIST VEHICLES I	LIMITED		
nsert full name	*/We† See Annexure A		<u> </u>	
of company Insert name(s) and address(es) of all the directors				
	p. 10			
Delete as	[thosexsocisexchine-cotour] [all the direct	tors]§ of the above of	company do solem	nly and sincerely declare that:
appropriate	The business of the company is:			
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	комправу] [company's holding col	mpany <u>DENNIS GROU</u>	JP LIMITED	11 11 11
fry)	The assistance is for the purpos	se of [that acquisition]	Kedresheren en senseal	Limited]‡
	The number and class of the sha	res acquired or to be	acquired is: 56	821,431
	Presentor's name, address and reference (if any):	For official use		
	Nabarro Nathanson 50 Stratton Street	33.13. 3. 00011011		
I	London			
Ţ	VIX 6NX		I	
000 1	77 London Chancery			

Mayflower House, London Road, Loudwater, High Wycombe, Bucks HP10 9RF	Please complet
	legibly, prefera
	bold block lettering
he assistance will take the form of:	
See Annexure B	
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	:
() () () () () () () () () ()	tDolato an
he person who [has acquired] [W#PACQUF8]* the shares is: THE MAYFLOWER CORPORATION PLC	*Delete as appropriate
he principal terms on which assistance will be given are:	 .
See Annexure C	
	ŀ
The amount of cash to be transferred to the person assisted is $\mathfrak L$	
The amount of cash to be transferred to the person assisted is $\mathfrak E$ nil	

Page 2

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

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

*/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) (%/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)

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.

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

TO A COMMITTEE OF MARKET STATES OF MARKE

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.
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SPECIALIST VEHICLES LIMITED

ANNEXURE B

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SPECIALIST VEHICLES LIMITED

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- 3. The facilities have the following key features:
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by the Issuing Bank and each indemnity given by each Bank to the Issuing Bank in relation to each Guarantee. Each Borrower agrees to pay to the Issuing Bank for its own account or to the Facility Agent for the account of the Banks, as the case may be, on demand the amount of all payments made (whether directly or by way of set-off, counterclaim or otherwise) and all losses, costs and expenses suffered or incurred by the Issuing Bank under or by reason of each such Guarantee and each indemnify given by each Bank to the Issuing Bank in relation to each Guarantee.

3.6 Interest on sums due to the Facility Agent for the account of the Issuing Bank or the Banks detailed at 3.5 above is charged at the rate of the aggregate of (a) one per cent per annum, (b) the Margin, (c) LIBOR and (d) the Mandatory Cost Rate (as defined in the Credit Agreement).



CHA 116

Please do not write in this margin

COMPANIES FORM No. 155(6)a

AA/DYK/M2503.8 (847886.v1)

Declaration in relation to assistance for the acquisition of shares.

155(6)a

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		For official use	Company number 970239
Note	Name of company			
Please read the notes on page 3 before completing this form	* SPECIALIST VEHICLES LIM	4ITED		
*Insert full name of company	*/We† See Annexure A			
tinsert name(s) and address(es) of all the directors				
§Delete as	[than some soline of or] [all the directors	rs]§ of the above cc	ompany do solem	nnly and sincerely declare that
appropriate	The business of the company is:			
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is inappropriate	ASSERVED STATE SERVED SERVED FOR THE SERVED			
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	(c) something other than the above	3 ‡		
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				Limited]‡
	The assistance is for the purpose purpose wat that xaoquisition]. §	of [that acquisition] [x	reducting work of looking	акуккуха хіввінух іквиж е ф хох на
	The number and class of the shares	s acquired or to be a	acquired is: 56	6,821,431
	Presentor's name, address and reference (if any):	For official use General Section	:	
50 Lo	abarro Nathanson O Stratton Street ondon 1X 6NX	General Goods		
Page 1 77	7 London Chancery			

England and Wales under company number 1832026) whose registered office is at Mayflower House, London Road, Loudwater, High Wycombe, Bucks HP10 9RF	_ margin Please complete
May 110 wet nouse, Bondon Roda, Bondon 2002,	legibly, preferation black type, or
	 bold block lettering
The assistance will take the form of:	
See Annexure B	
The person who [has acquired] [ক্ষাম্প্রস্কের্মান্ত]* the shares is:	*Delete as appropriate
THE MAYFLOWER CORPORATION PLC	_
	_
The principal terms on which assistance will be given are:	
See Annexure C	
	:
The amount of cash to be transferred to the person assisted is £ <u>nil</u>	-
The value of any asset to be transferred to the person assisted is £nil	_

Please do not write in this margin

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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 DENNIS WAY, GUILDFORD	Declarants to sign below
SURREY	
the 75th day of APRIL One thousand nine hundred and ninety nine	Ronzagour
before meSIMON J DEANS	1) KAbleure
A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths	Glandon
e ^r	

NOTES

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SPECIALIST VEHICLES LIMITED

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- 3.1 The Term Loan is repayable in instalments every twelve months, beginning 31 December 1999 and ending 31 December 2003 in the amounts of £12,500,000, £30,000,000, £37,500,000, £45,000,000 and £190,000,000 respectively.
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- Interest on the Term Loan and the Revolving Facility will be the aggregate of the margin (which varies between 0.4% per annum and 1.625% per annum in accordance with the ratio of Total Debt to EBITDA (as those terms are defined in the Credit Agreement) (the "Margin"), LIBOR and the Mandatory Cost Rate (as those terms are defined in the Credit Agreement).
- 3.4 A Borrower may request in a drawdown notice that an advance under the Revolving Facility be denominated in certain alternative currencies.
- The Revolving Facility may also be utilised by the Issuing Bank issuing a guarantee, bond, letter of credit, documentary or other credit, or any other instrument of suretyship or payment (a "Guarantee") at the request of The Mayflower Corporation plc or any of its subsidiaries that become a party to the Credit Agreement (the "Borrowers"). The Borrowers agree to indemnify and keep indemnified the Issuing Bank and each Bank from and against all actions, suits, proceedings, claims, demands, liabilities, damages, costs, expenses, losses and charges in relation to or arising out of any Guarantee issued

by the Issuing Bank and each indemnity given by each Bank to the Issuing Bank in relation to each Guarantee. Each Borrower agrees to pay to the Issuing Bank for its own account or to the Facility Agent for the account of the Banks, as the case may be, on demand the amount of all payments made (whether directly or by way of set-off, counterclaim or otherwise) and all losses, costs and expenses suffered or incurred by the Issuing Bank under or by reason of each such Guarantee and each indemnify given by each Bank to the Issuing Bank in relation to each Guarantee.

3.6 Interest on sums due to the Facility Agent for the account of the Issuing Bank or the Banks detailed at 3.5 above is charged at the rate of the aggregate of (a) one per cent per annum, (b) the Margin, (c) LIBOR and (d) the Mandatory Cost Rate (as defined in the Credit Agreement).



CHA 116

Please do not write in this margin **COMPANIES FORM No. 155(6)a**

Declaration in relation to assistance for the acquisition of shares.

155(6)a

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

lease complete egibly, preferab black type, or old block letter	ply	F	For official use	Company number 970239
	Name of company			
lote lease read the s n page 3 before ompleting this f	e * SPECIALIST VEHICLES LIN	MITED		
Insert full name of company	*/Wet See Annexure A			
Insert name(s) a address(es) of a the directors				
Delete as appropriate	[threexectexisted [all the director The business of the company is:	rs]§ of the above con	npany do solemn	ıly and sincerely declare that:
Delete whichever is inappropriate		ndersectionscrakor od tingdomt		
	The company is proposing to give			the acquisition of shares in the
	жапрану] (company's holding comp	pany <u>DENNIS GROUP</u>	LIMITED	- Limitadil
ذ	The assistance is for the purpose purposes containat vacquisition].§	of [that acquisition] [196		Limited]‡ rrgkrig×& Xiabilkty× Incoured Xev× Xine
	The number and class of the share	es acquired or to be ac	cquired is: _56,	,821,431
	Presentor's name, address and reference (if any):	For official use General Section		
	Nabarro Nathanson 50 Stratton Street London			
	Wlx 6NX			
Page 1	77 London Chancery AA/DYK/M2503.8 (847886.v1)			

The assistance is to be given to: (note 2) The Mayflower Corporation Plc (registered in England and Wales under company number 1832026) whose registered office is at	Please do not write in this margin
Mayflower House, London Road, Loudwater, High Wycombe, Bucks HP10 9RF	Please complet legibly, prefera in black type, o bold block lettering
The assistance will take the form of:	1
See Annexure B The person who [has acquired] [软种类改称形]* the shares is: THE MAYFLOWER CORPORATION PLC	*Delete as appropriate
The principal terms on which assistance will be given are:	
See Annexure C The amount of cash to be transferred to the person assisted is £nil	

The date on which the assistance is to be given is 8 WEEKS WITHIN THE DATE HEREOF 19 99

Page 2

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

tDelete 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) (%/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)

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.

Declarants to sign below

Declared at Januis ! Quildfm in the	Way County & Surry
the day of _	Amil
One thousand nine hundred and	ninety nine
before me	

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

Andrew M. Jackson School Succession

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.

SPECIALIST VEHICLES LIMITED

ANNEXURE A

John William Taylor Benjamin of Virginia Cottage, 102 Upper Harlestone, Northampton NN7 4EL, David Walter Berry of 1 Woodlands Close, Ormskirk, Lancashire L39 4RD, Christopher John Blakemore of 1 Sanglewood Close, Sainfrial, Telford, Shropshire TF11 9AT, Robert Anthony Bryson of 24 Rodney Way, Guilford, Surrey GU1 2NY, Robert Joseph Coombes of The Hollow, Midhurst Road, Haslemere, Surrey GU27 2PT, Roger Alan Heard of 17 Silver Birches Way, Elstead, Godalming, Surrey GU8 6JA, Eric Holt of 25 Griffin Road, Warwick, Warwickshire CV34 6QX, Paul Terrance Langham of Brambles, Whitecross Road, Wilburton, Ely, East Cambridgeshire CB6 3QB, Alan McClafferty of 3 Cobbetts Farm, Bisley, Woking, Surrey GU24 9E3, James Finlayson Miller of 11 Cambrian Way, Swadlincote, Derbyshire DE11 9DT, Robert Maurice Rawlinson of 6 Calshot Way, Frimley, Camberley, Surrey GU16 5FA, John Ingham Smith of Old Hatch Cottage, Hammer Lane, Haslemere, Surrey GU27 3QX, Norman Keith Thodey of 8 Croft Close, Warwick, Warwickshire CV34 6QY, Michael John Underhill of 8 Emmerdale Drive, Lutley, Halesowen, West Midlands B63 1HL and John Jospeh Fleming of The Wellhouse, Pudding Lane, Bright Walton, Newbury, Berkshire RG20 7BY.

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SPECIALIST VEHICLES LIMITED

ANNEXURE B

The entry by the Company into a guarantee in favour of Credit Suisse First Boston (the "Facility Agent") as agent and trustee for the Banks (as defined in the Credit Agreement), the Facility Agent and Credit Suisse First Boston as issuer of guarantees under the Credit Agreement (the "Issuing Bank") in respect of the obligations of The Mayflower Corporation plc and any of its subsidiaries under a credit agreement between The Mayflower Corporation plc (1), the Banks (as defined therein) (2), Credit Suisse First Boston and Greenwich NatWest Limited (formerly known as Natwest Capital Markets Limited) as arrangers (the "Arrangers") (3), the Facility Agent (4) and the Issuing Bank (together with the Banks and the Facility Agent the "Secured Parties") (5) dated 10 August 1998 as amended and restated from time to time (the "Credit Agreement").

Commission ports

SPECIALIST VEHICLES LIMITED

ANNEXURE C

The principal terms on which assistance will be given are:

- 1. The Company will guarantee to the Facility Agent as agent and trustee for the Secured Parties that it shall on demand pay to the Facility Agent in the currency in which the same falls due for payment under the terms of the Credit Agreement all monies which are then or at any time thereafter shall have become due or owing by The Mayflower Corporation ple and any of its subsidiaries that become a party to the Credit Agreement to any or all of the Secured Parties pursuant to the Credit Agreement.
- 2. The Credit Agreement provides for a term loan facility (the "Term Loan") in the maximum principal amount of £315,000,000 made available to The Mayflower Corporation Plc and a multi-currency revolving loan and guarantee facility (the "Revolving Facility") in the maximum principal amount of £95,000,000 to be made available to The Mayflower Corporation plc and any of its subsidiaries that become a party to the Credit Agreement. The Mayflower Corporation plc may nominate certain of its subsidiaries to become Borrowers under the Credit Agreement on giving notice to the Facility Agent and provided that the Borrower complies with certain conditions.
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CHA 116

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COMPANIES FORM No. 155(6)a

Declaration in relation to assistance for the acquisition of shares.

111(6)a

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

nargin				
Please complete egibly, preferably n black type, or old block lettering	To the Registrar of Companies		For official use	Company number 970239
1-4-	Name of company			
lote Please read the notes In page 3 before Completing this form	* SPECIALIST VEHICLES LI	MITED		
Insert full name of company	≭/We† See Annexure A			
Insert name(s) and address(es) of all the directors				
Delete as	[thuexsodexodinector] [all the director	rs]§ of the above co	mpany do solem	nly and sincerely declare tha
,	The business of the company is:			
Delete whick ever	(a) xthat xxf x a x [x except is ect xbank]x	xðfmoitutitærksboensailf	kirsenix sekk xirkinix	BXBXX3A XBBHBBBX XXXXXX XX
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	(c) something other than the above	e‡		
Alm	The company is proposing to give	financial assistance in	n connection with	the acquisition of shares in th
$\times W^{\prime \prime}$	[сотрату] [company's holding comp	pany <u>DENNIS GROUP</u>	LIMITED	
10.				Limited]
α	The assistance is for the purpose	of (that acquisition) (x	SKINSHIN KINSKINSKINSKINSK	THY NATE AND
Chun		or that adquictions to	outering of alcohol	
SA	P. [notitelaposexbalkalas see especial			
	The number and class of the share	es acquired or to be a	cquired is: 56	,821,431
	Presentor's name, address and	For official use	A STATE OF THE STA	t tibb to the section to the section of the section
NI -	reference (if any): barro Nathanson	General Section		
	Stratton Street			
	ondon			
	x 6nx			

Page 1

77 London Chancery AA/DYK/M2503.8 (847886.v1)

England and Wales under company number 1832026) whose registered office is at	_ margin
Mayflower House, London Road, Loudwater, High Wycombe, Bucks HP10 9RF	Please completed legibly, preferation black type, of bold block lettering
The assistance will take the form of:	_
See Annexure B	
The person who [has acquired] [ক্ষাম্প্রতম্মেক)* the shares is:	*Delete as appropriate
The person who [has acquired] [ক্ষাম্প্রতম্মেক)* the shares is:	
The person who [has acquired] [ক্ষাম্প্রতম্মেক)* the shares is:	
The person who [has acquired] [W#P\$CQUIFE]* the shares is: THE MAYFLOWER CORPORATION PLC	
The person who [has acquired] [W#P等では解析]* the shares is: THE MAYFLOWER CORPORATION PLC The principal terms on which assistance will be given are:	

The date on which the assistance is to be given is 8 WEEKS WITHIN THE DATE HEREOF 19 99

••, •

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

Delete either (a) or (b) as apprepriate */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) [t/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) [likas:alteroteckas accommences that avincting-apasis the acompany arithmas as a month of a their alternatives and their accompany and their accompany arithmas are accompany and their accompany and their accompany arithmas are accompanies and their accompanies are accompanies and accompanies are accompanies a

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 WIGAN	Declarants to sign below
the 26 h day of April One thousand nine hundred and ninety nine before me	Theren.

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

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SPECIALIST VEHICLES LIMITED

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SPECIALIST VEHICLES LIMITED

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SPECIALIST VEHICLES LIMITED

ANNEXURE C

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٠, ,

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ARTHUR ANDERSEN



Auditors' report to the directors of Specialist Vehicles Limited pursuant to section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors dated 26 April 1999 in connection with the proposal that the company should give financial assistance for the purchase of the entire share capital of Dennis Group Limited by The Mayflower Corporation plc.

Respective responsibilities of directors and auditors

The company's directors are responsible for the statutory declaration. It is our responsibility 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 Arthur Andersen Chartered Accountants and Registered Auditors

1 Victoria Square Birmingham B1 1BD

26 April 1999