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CHFP025

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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

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

[] [] [] [] [] [] [] [] [] []

1342012

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

Name of company

* FIRSTSERVE TRADE LIMITED

* insert full name
of company

☒ We ^o Those persons whose names and addresses appear in Appendix 1
attached hereto.

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

† 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 person authorised under section 3 of the Insurance Companies Act 1982 to carry on~~

~~(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] FIRSTSERVE GROUP

Limited†

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:

as set out in Appendix 2 attached hereto

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

Pannone & Partners
123 Deansgate
Manchester
M3 2BU

For official Use
General Section

Post room



A18
COMPANIES HOUSE

AJRX7UM4

0568
27/04/04

The assistance is to be given to: (note 2) Those persons whose names and addresses are set
out in Appendix 3 attached hereto.

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legibly, preferably
in black type, or
bold block
lettering

The assistance will take the form of:

See Appendix 4 attached hereto.

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

† delete as
appropriate

Fleetness 354 Limited (Company Number 5030272)

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

See Appendix 5 attached hereto

The amount of cash to be transferred to the person assisted is £

such amount due owing or incurred
under the Intra-Group Loan Agreement
(as hereafter defined)

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 date hereof or within 8 weeks

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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)

(b) ~~It is intended to commence the winding up of the company within 12 months of that date, and 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 ☒ 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

London

Declarants to sign below

JSN

on

Day	Month	Year
14	04	2014

Paul Amey
Everett
Amey

D. C. C.

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.

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
37 Castle Terrace
Edinburgh
EH1 2EB

APPENDIX 1

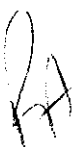
FIRSTSERVE TRADE LIMITED

Name: David Cottam

Address: 11 Kingscroft Close
Streetly
Sutton Coldfield
West Midlands
B74 2HJ

Name: ~~Ian Scott Russell~~

Address: 2 The Poplars
Guilsborough
Nottinghamshire
NN6 8PS



Name: Geoffrey Simon George MacArthur

Address: 152 The Long Shoot
Nuneaton
Warwickshire
CV11 6JW



APPENDIX 2

FIRSTSERVE TRADE LIMITED

742,800	'A' Ordinary £0.01 shares
169,000	'C' Ordinary £0.01 shares
231,000	Ordinary £0.01 shares
10,449,984	Preference £0.0001 shares

62

APPENDIX 3

FIRSTSERVE TRADE LIMITED

FLEETNESS 354 LIMITED (Company Number 5030272) (the "**Purchaser**") whose registered office is at 123 Deansgate, Manchester M3 2BU

VENTURE FINANCE PLC (Company Number 2281768) ("**VF**") whose registered office is at Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN; and

3i INVESTMENTS PLC (Company Number 3975789) ("**3i**") whose registered office is at 91 Waterloo Road, London SE1 8XP for itself and as Security Trustee for each of the Fund Investors as described in a Loan Note Instrument executed as the Purchaser's Deed constituting Secured Variable Rate Loan Stock 2004 (the "**Loan Note Instrument**") and their respective assigns or transferees (together the "**3i Investors**").

**Charging Subsidiaries Form 155(6)a
(Trading Subsidiaries)**

APPENDIX 4

To form 155(6)a

FIRSTSERVE TRADE LIMITED

Form of Financial Assistance

The entering into by the Company of the following documents, (as the same may from time to time be amended, varied, supplemented or novated) and the Company complying with and fulfilling its obligations thereunder:

- 1 an intra-group loan agreement between the Company as Lender (1), and Firstserve Group Limited (the "Parent") as Borrower (2) under which the Company lends together with Arleigh International Limited, Forem Universal Products Limited and Quality Engineering Supplies & Tools Limited an aggregate principal sum not exceeding £3,500,000 for the purposes of enabling the Parent to discharge existing indebtedness to Barclays Bank plc the 3i Investors and others (the "**Intra Group Loan Agreement**");
- 2 a debt purchase agreement between Venture Finance plc ("Venture Finance") and the Company (the "**Debt Purchase Agreement**");
- 3 a deed of guarantee and indemnity to be entered into by the Company in favour of Venture Finance in respect of all obligations of the Purchaser and/or Firstserve Group Limited (Company Number 3565043) as Parent and/or all or any other of the charging subsidiary companies as listed in Schedule 6 (other than the Company) (together the "**Charging Subsidiaries**") to Venture Finance, howsoever arising (the "**VF Guarantee**");
- 4 an "all assets" debenture to be granted by the Company to Venture Finance in respect of all liabilities of the Company to Venture Finance (the "**VF Debenture**");
- 5 an "all assets" debenture to be granted by the Company and each of the Charging Subsidiaries to 3i in respect of all liabilities of the Company and each other Charging Subsidiary severally to 3i and/or the 3i Investors as Guarantor under or pursuant to the 3i Guarantee (the "**3i Debenture**");
- 6 a deed of guarantee and indemnity to be granted by the Parent, the Company and each other of the Charging Subsidiaries described therein as Guarantors to 3i in respect of all obligations and liabilities of the Purchaser and/or the 3i Investors under or pursuant to the Loan Note Instrument (the "**3i Guarantee**");
- 7 an intercreditor deed expressed to be made between Venture Finance (1) 3i and each of the 3i Investors as Subordinated Creditor (2) and the Purchaser, the Parent, the Company and each other of the Charging Subsidiaries (3) (the "**Intercreditor Deed**"); and

- 8 a support agreement expressed to be made between the Purchaser (1) the Parent and each of the Charging Subsidiaries (including the Company) (2) 3i Group plc (3) 3i Investments plc (4) 3i Parallel Ventures LP (5) 3i UKIP II LP (6) (the "**3i Support Agreement**");
- 9 a deed of release expressed to be made between Barclays Bank Plc (1) and the Company (2) in respect of existing debenture security (the "**Release**").

APPENDIX 5

To form 155(6)a

FIRSTSERVE TRADE LIMITED

Principal Terms

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

- 1 in respect of the Intra Group Loan Agreement, the Company agrees to lend monies to the Parent to assist it to repay all existing indebtedness with Barclays Bank plc (in part) the 3i Investors and others.
- 2 in respect of the Debt Purchase Agreement, the Company agrees to sell and Venture Finance agrees to purchase certain of the Company's debts, and the Company covenants to repay the facilities and gives continuing covenants relating to operation of the facility and warranties as to, inter alia, its status, the validity and ownership of its debts from time to time purchased by Venture Finance thereunder and its powers to enter into the Agreement;
- 3 in respect of the VF Guarantee, that the Company is required to guarantee the repayment of all or any indebtedness, monies, obligations and liabilities whether actual or contingent, present or future, owing or incurred from or by the Purchaser and/or the Parent and/or all or any other of this Charging Subsidiaries to VF, howsoever arising.
- 4 in respect of the VF Guarantee:
 - (a) the VF Guarantee is given to Venture Finance;
 - (b) the VF Guarantee is unlimited;
 - (c) under the VF Guarantee any amount not recoverable on the basis of a guarantee is nevertheless recoverable from the Company as principal debtor by way of indemnity;
 - (d) the VF Guarantee is a continuing security;
 - (e) under the VF Guarantee the Company agrees that it shall not be entitled to take the benefit of any security held by Venture Finance in respect of the obligations of the Purchaser and/or the Parent and/or all or any of the Charging Subsidiaries and not to prove in the liquidation of all or any of such companies in competition with Venture Finance until, in any such case, all monies due and owing or incurred by the Company to Venture Finance thereunder have been repaid in full.
- 5 in respect of the VF Debenture, the Company creates fixed and floating charges over the following assets of the Company in favour of Venture Finance by way of security for the obligations and liabilities of the Company to Venture Finance from time to time (whether as principal debtor or as surety):

- (a) by way of legal mortgage all existing freehold and leasehold property now vested in or charged to the Company;
- (b) by way of fixed charge:
 - (i) all future freehold and leasehold property of the Company together with all buildings, structures, fixtures and fittings thereon;
 - (ii) all plant and machinery present and future in, on or attached to the Company's freehold and leasehold property;
 - (iii) all plant, machinery and equipment now or in the future owned by the Company (other than debts from time to time purchased by Venture Finance under as pursuant to the terms of the Debt Purchase Agreement);
 - (iv) all book debts and other debts of the Company present and future, all monies standing to the credit of any account of the Company and all other monies due, owing or incurred to the Company;
 - (v) all the goodwill and uncalled capital of the Company;
 - (vi) all stocks, shares, bonds and other securities of the Company present and future;
 - (vii) all intellectual property rights of the Company; and
 - (viii) all benefits relating to all present and future contracts and policies of insurance from time to time taken out by or on behalf of the Company; and
- (c) by way of floating charge the undertaking and all property and assets of the Company present and future not subject to a fixed charge under the VF Debenture.

6 The VF Debenture contains covenants by the Company with Venture Finance:

- (a) not without the prior written consent of Venture Finance to create or purport or attempt to create or permit to subsist any mortgage all fixed or floating charge, lien or other encumbrance (other than those created by the VF Debenture) on any of the Company's property nor to dispose of any of the Company's property (except property subject to the floating charge which may be disposed of by way of sale at full value in the ordinary course of business and as otherwise permitted therein);
- (b) not without the prior written consent of Venture Finance grant or accept a surrender of any lease; and
- (c) to pay into a current account or a separate designated account (or such other account as Venture Finance may specify from time to time)

all money which the Company may receive in respect of the Company's book and other debts.

The VF Debenture gives Venture Finance power to appoint a Receiver and an Administrator.

7. Under the 3i Debenture, the Company charges all its assets and undertaking, present and future to secure all its obligations to 3i and/or the 3i Investors as guarantor under or pursuant to the 3i Guarantee;
 - (a) by way of fixed charge, all estates and interests in any freehold and leasehold property of the Company both present and future together with all buildings and fixtures (including trade and other fixtures) and fixed plant and machinery of the Company from time to time thereon and therein and the proceeds of sale thereof;
 - (b) by way of a fixed charge, all stocks, shares, bonds, loan capital and other securities both present and future belonging to the Company (including all stocks or shares acquired pursuant to scrip dividends) and all rights relating thereto other than the right to be paid any dividend;
 - (c) by way of fixed charge, all book debts and other debts both present and future due or owing to the Company;
 - (d) by way of fixed charge, all the goodwill and uncalled capital of the Company both present and future;
 - (e) by way of fixed charge, all intellectual property rights and all licences and ancillary rights and benefits both present and future of the Company;
 - (f) by way of floating charge, the undertaking and all other property, assets and rights of the Company both present and future not otherwise effectively charged by way of fixed charge under the 3i Debenture.
8. Under the 3i Guarantee, the Company guarantees all obligations and liabilities of the Purchaser to 3i and/or 3i Investors under or pursuant to the Loan Note Instrument.
9. Under the Intercreditor Deed, the Company acknowledges the terms upon which the VF Security as granted by each of the Purchaser, the Parent, the Company and all other Charging Subsidiaries in favour of Venture Finance is to rank in priority to the 3i Security to be granted by the same parties (including the Company) in "mirror" form and as otherwise described above and in addition covenants not to demand or make repayment of any loan monies as evidenced by the Loan Note Instrument in its capacity as a guarantor other than as permitted therein or otherwise impair the subordination thereby created.
10. Under the Support Agreement, the Company (together with all other of the Charging Subsidiaries) and the Parent agree to provide financial support to the Purchaser on the terms specified therein.

11. Under the Release, the Company agrees to pay all costs incurred by Barclays Bank Plc in giving effect to its terms.

APPENDIX 6

The Charging Subsidiaries

Allied Components (UK) Limited	2549249
Arleigh International Limited	1559541
Firstserve Trade Limited	1342012
Forem Universal Products Limited	1697569
Gemmoco Limited	1907706
Inventory Management Control Limited	3063770
Quality Engineering Supplies & Tools Limited	1105580
SOS (Motor & Engineering) Limited	2586503
Vanstock Limited	1860607
Rock Motor Parts Limited	2906680
Teal Holdings Limited	2483798
Arleigh Limited	1860607

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Manchester
M1 3LF

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Facsimile 0161 2331939
Email cfi@jackson-stephen.co.uk
Internet www.jackson-stephen.co.uk

The Directors
Firstserve Trade Limited
Windsor House
3 Temple Row
Birmingham
B2 5JR

14 April 2004

Dear Sirs,

**Auditors' Report to the Directors of Firstserve Trade Limited (the "Company")
made in accordance with Section 156(4) Companies Act 1985**

We refer to the statutory declaration made by all of the Directors of the Company (to which this report is annexed) in respect of the financial assistance which it is proposed that the Company will give to Fleetness 354 Limited (Company Number 5030272) in connection with that company's acquisition of the entire issued share capital of the Company's holding company, Firstserve Group Limited (Company Number 3565043).

As the auditors of the Company, we report that we have enquired into the state of affairs of the Company at close of business on 14 April 2004. We are not aware of anything to indicate that the opinion expressed by all the Directors of the Company in the statutory declaration is unreasonable in all the circumstances.

Yours faithfully

Jackson Stephen LLP

Jackson Stephen LLP
Chartered Accountants

Broseley House, 116 Bradshawgate, Leigh, Lancashire, WN7 4NT
Telephone 01942 673341 Facsimile 01942 673341

also at:

Ashberry House, 41 New Hall Lane, Bolton, Lancashire, BL1 5LW
Telephone 01204 848703 Facsimile 01204 844189

Jackson Stephen LLP is a limited liability partnership registered in England with registered number OC305732. A list of members names and their professional qualifications may be inspected at our registered office, Broseley House 116 Bradshawgate Leigh Lancashire WN7 4NT.

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