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

155(6)b

Please do not  
write in this  
margin

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

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

For official use

Company number

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

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

1458898

Name of company

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

\* insert full name  
of company

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

† delete as  
appropriate

§ delete whichever  
is inappropriate

\* VIASYSTEMS HOLDINGS LIMITED

~~We Ø~~ Please see attached Appendix A

~~the sole director~~ ~~all the directors~~ of the above company (hereinafter called 'this company') do  
solemnly and sincerely declare that:

The business of this company is:

- ~~(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§

This company is ~~the~~ holding company of\* VIASYSTEMS TAMWORTH LIMITED which is  
proposing to give financial assistance in connection with the acquisition of shares  
in ~~this company~~

~~the holding company of this company~~

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

Weil Gotshal & Manges  
One South Place  
London EC2M 2WG

Ref: Elizabeth Santos

For official Use  
General Section

Post room



KLO \*K4JXA94R\* 562  
COMPANIES HOUSE 28/08/98

The assistance is for the purpose of ~~that acquisition~~ reducing or discharging a liability incurred for the purpose of that acquisition ~~(note 1)~~

Please do not write in this margin

The number and class of the shares acquired or to be acquired is: 55,227,952 ordinary shares

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

The assistance is to be given to: (note 2) PCB INVESTMENTS PLC

7th floor

3 Shortlands

Hammersmith

London W6 8DA

The assistance will take the form of:

Please see attached Appendix B

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

† delete as appropriate

PCB INVESTMENTS PLC

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

Please see attached Appendix C

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 £ NIL

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

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

The date on which the assistance is to be given is \_\_\_\_\_ 19 \_\_\_\_\_

a date within 8 weeks of the date hereof

☒ 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)


(a) ☒ We have formed the opinion that this company will be able to pay its debts as they fall due during the year immediately following that date. ~~(note 3) xx~~


~~(b) It is intended to commence the winding up of this company within 12 months of that date and we have formed the opinion that this 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 Hammermith London England  
by FRANCIS RICHARD LOVELAND

Declarants to sign below

the 18<sup>th</sup> day of August  
one thousand nine hundred and eighty eight  
 FRANCIS RICHARD LOVELAND  
before me



~~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  
CF4 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies  
Companies House  
100-102 George Street  
Edinburgh  
EH2 3DJ

**VIASYSTEMS HOLDINGS LIMITED**

**FORM 155(6)(b)**

**APPENDIX A**

**DIRECTOR**

**ADDRESS**

**Francis Michael Loveland**

23 Monarch House  
241 Kensington High Street  
London  
W8 6EL

**Gerald Chester Nelson**

32 Chesterfield Lakes Road  
Chesterfield Missouri 63005  
USA

**David Webster**

2215 Valley View Drive  
Cedar Hill TX M5104  
USA

**David Sindelar**

34 Fox Meadows  
St Louis Missouri  
USA

## **Viasystems Holdings Limited**

### **Appendix B**

The entering into by Viasystems Tamworth Limited (the "**Subsidiary**") of a guarantee and debenture (the "**Guarantee and Debenture**") in favour of Chase Manhattan International Limited (the "**English Agent**") as agent and trustee for itself and each of the English Finance Parties (as defined in the Guarantee and Debenture) to guarantee and secure inter alia the unpaid principal of and interest on (including, without limitation, interest accruing after the maturity of the English Loans (as defined in the Facility Agreement) and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganisation or like proceeding, relating to its parent, the Company or English Bidco as defined in the Guarantee and Debenture, as the case may be, whether or not a claim for post-filing or post-petition interest is allowed in such proceedings) the English Loans and all other obligations and liabilities of the Company or English Bidco (as defined in the Guarantee and Debenture), as the case may be, to Chase (as defined in the Facility Agreement), the English Agent, the English Issuing Lender (as defined in the Facility Agreement) or to the English Lenders, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with the Finance Documents (as defined in the Guarantee and Debenture), whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses (including, without limitation, all fees and disbursements of counsel to the English Agent, the English Issuing Lender or to the English Lenders that are required to be paid by the Company or English Bidco, as the case may be, pursuant to the terms of the Facility Agreement) or otherwise (the "**Secured Liabilities**").

"**Facility Agreement**" means the second amended and restated credit agreement dated as of 5th June, 1997 (as amended, restated, supplemented or otherwise modified from time to time) between Viasystems Group Inc. as Guarantor, Viasystems Inc. as US Borrower, Viasystems Canada Inc. (formerly known as Circo Craft Co. Inc.), PCB Investments plc, the Company, Chips Acquisition Limited, Viasystems II Limited (formerly known as Interconnection Systems (Holdings) Limited) and the other Foreign Subsidiary Borrowers (as defined therein) which may from time to time become parties thereto, the several Lenders (as defined therein), The Chase Manhattan Bank of Canada as Canadian Agent, Chase Manhattan International Limited as the English Agent and the other Foreign Agents (as defined therein) which may from time to time be appointed thereunder, The Chase Manhattan Bank as Administrative Agent and Chase Securities Inc. as Arranger pursuant to which the English Lenders (as defined therein) have agreed to make available certain credit facilities.

## Viasystems Holdings Limited

### Appendix C

Under the terms of the Guarantee and Debenture:

1. the Subsidiary, unconditionally and irrevocably:-
  - (a) as principal obligor guarantees to the English Agent full, prompt and complete performance by the Company and English Bidco of all of the Secured Liabilities owing by the Company and English Bidco (or either of them) and the due and punctual payment of all of the Secured Liabilities owing by the Company and English Bidco (or either of them) when and as the same shall become due;
  - (b) undertakes with the English Agent that whenever the Company or English Bidco does not pay any of the Secured Liabilities, the Subsidiary shall forthwith on demand by the English Agent pay that amount as if the Subsidiary instead of the Company or English Bidco were expressed to be the principal obligor;
  - (c) indemnifies each of the English Agent and each of the English Finance Parties (as defined in the Guarantee and Debenture) on demand against any loss or liability suffered by it if any of the Secured Liabilities is or becomes unenforceable, invalid or illegal.

The Guarantee and Debenture contains creditor protection wording to the effect that, inter alia, any variation of a Finance Document or any irregularity, illegality, unenforceability, invalidity or frustration of any obligations of the Company, English Bidco or any other person under the Finance Documents will not affect the Subsidiary's liability under the Guarantee and Debenture;

2. the Subsidiary covenants in favour of the English Agent (as agent and trustee as aforesaid), as principal obligor and not merely as surety, to pay or discharge the Secured Liabilities on the due date therefor in the manner provided in the relevant Finance Document;
3. the Subsidiary with full title guarantee charges in favour of the English Agent (as agent and trustee for itself and each of the Finance Parties), as security for the payment, discharge and performance of all the Secured Liabilities:
  - (a) by way of a first legal mortgage:
    - (i) (subject to Clause 5.1(d) of the Guarantee and Debenture) all the property (if any) now belonging to it and specified in Schedule 2 to the Guarantee and Debenture together with all buildings and Fixtures (as defined in the Guarantee and Debenture) thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title and any moneys paid or payable in respect of such covenants subject in the case of any leasehold properties, to any necessary third party's consent to such mortgage being obtained;
    - (ii) (subject to Clause 5.1(d) of the Guarantee and Debenture) all estates or interests in any freehold or leasehold property (except any Security Assets (as

defined in the Guarantee and Debenture) specified in sub-paragraph (i) above) wheresoever situate now belonging to it together with all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title and any moneys paid or payable in respect of such covenants subject in the case of any leasehold properties, to any necessary third party's consent to such mortgage being obtained;

(b) (subject to Clause 5.1(d) of the Guarantee and Debenture) by way of first fixed charge:

- (i) (to the extent that the same are not the subject of a mortgage under sub-paragraphs (a)(i) and (a)(ii) above) all present and future estates or interests in any freehold or leasehold property wheresoever situate now or hereafter belonging to it together with all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title and any moneys paid or payable in respect of such covenants, subject, in the case of any leasehold properties, to any necessary third party's consent to such mortgage being obtained;
- (ii) all plant and machinery now or in the future owned by it and its interest in any plant or machinery in its possession other than any plant and machinery for the time being part of the Subsidiary's stock in trade or work in progress;
- (iii) all moneys (including interest) from time to time standing to the credit of each of its present and future accounts with any bank, financial institution or other person and the debts represented thereby;
- (iv) (to the extent not included in the assignment comprised in paragraph 5 (Assignments)) all benefits in respect of the Insurances (as defined in the Guarantee and Debenture) and all claims and returns of premiums in respect thereof;
- (v) all of its present and future book and other debts, all other moneys due and owing to it or which may become due and owing to it at any time in the future and the benefit of all rights, securities and guarantees of any nature whatsoever now or at any time enjoyed or held by it in relation to any of the foregoing including in each case the proceeds of the same;
- (vi) (to the extent that the same do not fall within any other sub-paragraph of this paragraph (b) or under paragraph 5 below) all of its rights and benefits under any distributorship or agreement for the licensing of Intellectual Property Rights (as defined in the Guarantee and Debenture) or similar agreements entered into by it, any letters of credit issued in its favour and all bills of exchange and other negotiable instruments held by it;
- (vii) any beneficial interest, claim or entitlement of it in any pension fund;
- (viii) its present and future goodwill;
- (ix) the benefit of all present and future licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any

of the Security Assets specified in sub-paragraphs (a)(i) and (a)(ii) and (b)(i) above and the right to recover and receive all compensation which may at any time become payable to it in respect thereof; and

(x) its present and future uncalled capital;

4. the Subsidiary (as agent and trustee for itself and each Finance Party) with full title guarantee, and as continuing security for the payment, discharge and performance of all the Secured Liabilities mortgages and charges and agrees to mortgage and charge to the English Agent (as agent and trustee for the benefit of itself and each of the English Finance Parties) all Group Shares (as defined in the Guarantee and Debenture) held now or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage;
5. the Subsidiary with full title guarantee and as continuing security for the payment, discharge and performance of the Secured Liabilities, assigns and agrees to assign to the English Agent (as agent and trustee for itself and each Finance Party) all of its present and future title and interest in and to the Insurances;
6. the Subsidiary with full title guarantee and as security for the payment, discharge and performance of all of the Secured Liabilities, charges in favour of the English Agent (as agent and trustee for itself and each Finance Party) by way of a first floating charge all its undertaking and assets whatsoever and wheresoever both present and future not otherwise effectively mortgaged or charged, or to the extent not otherwise effectively mortgaged or charged, by way of legal mortgage or fixed charge by Clause 5 of the Guarantee and Debenture;
7. the security constituted by the Guarantee and Debenture is continuing and extends to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part;
8. the Subsidiary makes various representations and warranties and gives various undertakings to the English Agent and each English Finance Party in the Guarantee and Debenture; and
9. each of the parties to the Guarantee and Debenture acknowledges that:
  - (a) the entering into of the Guarantee and Debenture will not breach the terms of the Original Guarantee and Debenture (as defined in the Guarantee and Debenture); and
  - (b) any security created by the Subsidiary pursuant to the Guarantee and Debenture which is stated to be first ranking will rank in priority after the security created by the Subsidiary pursuant to the Original Guarantee and Debenture.



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COMPANIES FORM No. 155(6)b

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

155(6)b

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


1458898

Name of company

* VIASYSTEMS HOLDINGS LIMITED
-------------------------------

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

\* insert full name  
of company

☒ We ☐ Please see attached Appendix A

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

† delete as  
appropriate

~~the sole director~~ ~~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) 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§

This company is ~~the~~ ~~holding~~ company of\* VIASYSTEMS TAMWORTH LIMITED which is  
proposing to give financial assistance in connection with the acquisition of shares  
in ~~this company~~

~~the holding company of this company.†~~

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

Weil Gotshal & Manges  
One South Place  
London EC2M 2WG

Ref: Elizabeth Santos

For official Use

General Section

Post room

The assistance is for the purpose of ~~that acquisition~~ reducing or discharging a liability incurred for the purpose of that acquisition] ~~† (note 1)~~

Please do not write in this margin

The number and class of the shares acquired or to be acquired is: 55,227,952 ordinary shares

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

The assistance is to be given to: (note 2) PCB INVESTMENTS PLC

7th floor

3 Shortlands

Hammersmith

London W6 8DA

The assistance will take the form of:

Please see attached Appendix B

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

† delete as appropriate

PCB INVESTMENTS PLC

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

Please see attached Appendix C

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 £NIL

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

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

The date on which the assistance is to be given is 19  
a date within 8 weeks of the date hereof

☒ 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)

(a) ☒ We have formed the opinion that this 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 this company within 12 months of that date and I/we have formed the opinion that this 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 St. Louis, Missouri, U.S.A.

Declarants to sign below

*Gerald C. Nelson*

the 18<sup>th</sup> day of August

one thousand nine hundred and ninety-eight

before me Laura L. Trapp

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

LAURA L. TRAPP  
Notary Public - Notary Seal  
State of Missouri  
St. Louis County  
My Commission Expires: July 21, 2000

## 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  
CF4 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies  
Companies House  
100-102 George Street  
Edinburgh  
EH2 3DJ

**VIASYSTEMS HOLDINGS LIMITED**

**FORM 155(6)(b)**

**APPENDIX A**

**DIRECTOR**

**ADDRESS**

**Francis Michael Loveland**

23 Monarch House  
241 Kensington High Street  
London  
W8 6EL

**Gerald Chester Nelson**

32 Chesterfield Lakes Road  
Chesterfield Missouri 63005  
USA

**David Webster**

2215 Valley View Drive  
Cedar Hill TX M5104  
USA

**David Sindelar**

34 Fox Meadows  
St Louis Missouri  
USA

## Viasystems Holdings Limited

### Appendix B

The entering into by Viasystems Tamworth Limited (the "**Subsidiary**") of a guarantee and debenture (the "**Guarantee and Debenture**") in favour of Chase Manhattan International Limited (the "**English Agent**") as agent and trustee for itself and each of the English Finance Parties (as defined in the Guarantee and Debenture) to guarantee and secure inter alia the unpaid principal of and interest on (including, without limitation, interest accruing after the maturity of the English Loans (as defined in the Facility Agreement) and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganisation or like proceeding, relating to its parent, the Company or English Bidco as defined in the Guarantee and Debenture, as the case may be, whether or not a claim for post-filing or post-petition interest is allowed in such proceedings) the English Loans and all other obligations and liabilities of the Company or English Bidco (as defined in the Guarantee and Debenture), as the case may be, to Chase (as defined in the Facility Agreement), the English Agent, the English Issuing Lender (as defined in the Facility Agreement) or to the English Lenders, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with the Finance Documents (as defined in the Guarantee and Debenture), whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses (including, without limitation, all fees and disbursements of counsel to the English Agent, the English Issuing Lender or to the English Lenders that are required to be paid by the Company or English Bidco, as the case may be, pursuant to the terms of the Facility Agreement) or otherwise (the "**Secured Liabilities**").

"**Facility Agreement**" means the second amended and restated credit agreement dated as of 5th June, 1997 (as amended, restated, supplemented or otherwise modified from time to time) between Viasystems Group Inc. as Guarantor, Viasystems Inc. as US Borrower, Viasystems Canada Inc. (formerly known as Circo Craft Co. Inc.), PCB Investments plc, the Company, Chips Acquisition Limited, Viasystems II Limited (formerly known as Interconnection Systems (Holdings) Limited) and the other Foreign Subsidiary Borrowers (as defined therein) which may from time to time become parties thereto, the several Lenders (as defined therein), The Chase Manhattan Bank of Canada as Canadian Agent, Chase Manhattan International Limited as the English Agent and the other Foreign Agents (as defined therein) which may from time to time be appointed thereunder, The Chase Manhattan Bank as Administrative Agent and Chase Securities Inc. as Arranger pursuant to which the English Lenders (as defined therein) have agreed to make available certain credit facilities.

## Viasystems Holdings Limited

### Appendix C

Under the terms of the Guarantee and Debenture:

1. the Subsidiary, unconditionally and irrevocably:-
  - (a) as principal obligor guarantees to the English Agent full, prompt and complete performance by the Company and English Bidco of all of the Secured Liabilities owing by the Company and English Bidco (or either of them) and the due and punctual payment of all of the Secured Liabilities owing by the Company and English Bidco (or either of them) when and as the same shall become due;
  - (b) undertakes with the English Agent that whenever the Company or English Bidco does not pay any of the Secured Liabilities, the Subsidiary shall forthwith on demand by the English Agent pay that amount as if the Subsidiary instead of the Company or English Bidco were expressed to be the principal obligor;
  - (c) indemnifies each of the English Agent and each of the English Finance Parties (as defined in the Guarantee and Debenture) on demand against any loss or liability suffered by it if any of the Secured Liabilities is or becomes unenforceable, invalid or illegal.

The Guarantee and Debenture contains creditor protection wording to the effect that, inter alia, any variation of a Finance Document or any irregularity, illegality, unenforceability, invalidity or frustration of any obligations of the Company, English Bidco or any other person under the Finance Documents will not affect the Subsidiary's liability under the Guarantee and Debenture;

2. the Subsidiary covenants in favour of the English Agent (as agent and trustee as aforesaid), as principal obligor and not merely as surety, to pay or discharge the Secured Liabilities on the due date therefor in the manner provided in the relevant Finance Document;
3. the Subsidiary with full title guarantee charges in favour of the English Agent (as agent and trustee for itself and each of the Finance Parties), as security for the payment, discharge and performance of all the Secured Liabilities:
  - (a) by way of a first legal mortgage:
    - (i) (subject to Clause 5.1(d) of the Guarantee and Debenture) all the property (if any) now belonging to it and specified in Schedule 2 to the Guarantee and Debenture together with all buildings and Fixtures (as defined in the Guarantee and Debenture) thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title and any moneys paid or payable in respect of such covenants subject in the case of any leasehold properties, to any necessary third party's consent to such mortgage being obtained;
    - (ii) (subject to Clause 5.1(d) of the Guarantee and Debenture) all estates or interests in any freehold or leasehold property (except any Security Assets (as

defined in the Guarantee and Debenture) specified in sub-paragraph (i) above) wheresoever situate now belonging to it together with all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title and any moneys paid or payable in respect of such covenants subject in the case of any leasehold properties, to any necessary third party's consent to such mortgage being obtained;

(b) (subject to Clause 5.1(d) of the Guarantee and Debenture) by way of first fixed charge:

- (i) (to the extent that the same are not the subject of a mortgage under sub-paragraphs (a)(i) and (a)(ii) above) all present and future estates or interests in any freehold or leasehold property wheresoever situate now or hereafter belonging to it together with all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title and any moneys paid or payable in respect of such covenants, subject, in the case of any leasehold properties, to any necessary third party's consent to such mortgage being obtained;
- (ii) all plant and machinery now or in the future owned by it and its interest in any plant or machinery in its possession other than any plant and machinery for the time being part of the Subsidiary's stock in trade or work in progress;
- (iii) all moneys (including interest) from time to time standing to the credit of each of its present and future accounts with any bank, financial institution or other person and the debts represented thereby;
- (iv) (to the extent not included in the assignment comprised in paragraph 5 (Assignments)) all benefits in respect of the Insurances (as defined in the Guarantee and Debenture) and all claims and returns of premiums in respect thereof;
- (v) all of its present and future book and other debts, all other moneys due and owing to it or which may become due and owing to it at any time in the future and the benefit of all rights, securities and guarantees of any nature whatsoever now or at any time enjoyed or held by it in relation to any of the foregoing including in each case the proceeds of the same;
- (vi) (to the extent that the same do not fall within any other sub-paragraph of this paragraph (b) or under paragraph 5 below) all of its rights and benefits under any distributorship or agreement for the licensing of Intellectual Property Rights (as defined in the Guarantee and Debenture) or similar agreements entered into by it, any letters of credit issued in its favour and all bills of exchange and other negotiable instruments held by it;
- (vii) any beneficial interest, claim or entitlement of it in any pension fund;
- (viii) its present and future goodwill;
- (ix) the benefit of all present and future licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any

of the Security Assets specified in sub-paragraphs (a)(i) and (a)(ii) and (b)(i) above and the right to recover and receive all compensation which may at any time become payable to it in respect thereof; and

(x) its present and future uncalled capital;

4. the Subsidiary (as agent and trustee for itself and each Finance Party) with full title guarantee, and as continuing security for the payment, discharge and performance of all the Secured Liabilities mortgages and charges and agrees to mortgage and charge to the English Agent (as agent and trustee for the benefit of itself and each of the English Finance Parties) all Group Shares (as defined in the Guarantee and Debenture) held now or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage;
5. the Subsidiary with full title guarantee and as continuing security for the payment, discharge and performance of the Secured Liabilities, assigns and agrees to assign to the English Agent (as agent and trustee for itself and each Finance Party) all of its present and future title and interest in and to the Insurances;
6. the Subsidiary with full title guarantee and as security for the payment, discharge and performance of all of the Secured Liabilities, charges in favour of the English Agent (as agent and trustee for itself and each Finance Party) by way of a first floating charge all its undertaking and assets whatsoever and wheresoever both present and future not otherwise effectively mortgaged or charged, or to the extent not otherwise effectively mortgaged or charged, by way of legal mortgage or fixed charge by Clause 5 of the Guarantee and Debenture;
7. the security constituted by the Guarantee and Debenture is continuing and extends to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part;
8. the Subsidiary makes various representations and warranties and gives various undertakings to the English Agent and each English Finance Party in the Guarantee and Debenture; and
9. each of the parties to the Guarantee and Debenture acknowledges that:
  - (a) the entering into of the Guarantee and Debenture will not breach the terms of the Original Guarantee and Debenture (as defined in the Guarantee and Debenture); and
  - (b) any security created by the Subsidiary pursuant to the Guarantee and Debenture which is stated to be first ranking will rank in priority after the security created by the Subsidiary pursuant to the Original Guarantee and Debenture.



# G

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

155(6)b

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

--	--	--	--

1458898

Name of company

\* VIASYSTEMS HOLDINGS LIMITED

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

\* insert full name  
of company

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

~~We Ø~~ Please see attached Appendix A

† delete as  
appropriate

~~the sole director~~ All the directors† of the above company (hereinafter called 'this company') do  
solemnly and sincerely declare that:

The business of this company is:

- (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§

§ delete whichever  
is inappropriate

This company is ~~the~~† holding company of\* VIASYSTEMS TAMWORTH LIMITED  
which is  
proposing to give financial assistance in connection with the acquisition of shares  
in ~~this company~~†

the holding company of this company†

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

Weil Gotshal & Manges  
One South Place  
London EC2M 2WG

Ref: Elizabeth Santos

For official Use  
General Section

Post room

The assistance is for the purpose of ~~that acquisition~~ reducing or discharging a liability incurred for the purpose of that acquisition ~~† (note 1)~~  
~~xxxxxxx~~

Please do not  
write in  
this margin

The number and class of the shares acquired or to be acquired is: 55,227,952 ordinary shares

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

The assistance is to be given to: (note 2) PCB INVESTMENTS PLC

7th floor

3 Shortlands

Hammersmith

London W6 8DA

The assistance will take the form of:

Please see attached Appendix B

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

PCB INVESTMENTS PLC

† delete as  
appropriate

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

Please see attached Appendix C

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 £ NIL

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

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

The date on which the assistance is to be given is \_\_\_\_\_ 19 \_\_\_\_  
a date 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)

(a) ~~X~~We have formed the opinion that this company will be able to pay its debts as they fall due during the year immediately following that date] ~~X~~(note 3)~~X~~

~~(b) It is intended to commence the winding up of this company within 12 months of that date and I/we have formed the opinion that this company will be able to pay its debts in full within 12 months of the commencement of the winding up. X~~(note 3)~~X~~

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 St. Louis, Missouri, U.S.A.

Declarants to sign below

the 18<sup>th</sup> day of August  
one thousand nine hundred and ninety-eight

before me Laura L. Trapp

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



LAURA L. TRAPP  
Notary Public - Notary Seal  
State of Missouri  
St. Louis County  
My Commission Expires: July 21, 2000

## 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  
CF4 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies  
Companies House  
100-102 George Street  
Edinburgh  
EH2 3DJ

**VIASYSTEMS HOLDINGS LIMITED**

**FORM 155(6)(b)**

**APPENDIX A**

**DIRECTOR**

**ADDRESS**

**Francis Michael Loveland**

23 Monarch House  
241 Kensington High Street  
London  
W8 6EL

**Gerald Chester Nelson**

32 Chesterfield Lakes Road  
Chesterfield Missouri 63005  
USA

**David Webster**

2215 Valley View Drive  
Cedar Hill TX M5104  
USA

**David Sindelar**

34 Fox Meadows  
St Louis Missouri  
USA

## Viasystems Holdings Limited

### Appendix B

The entering into by Viasystems Tamworth Limited (the "**Subsidiary**") of a guarantee and debenture (the "**Guarantee and Debenture**") in favour of Chase Manhattan International Limited (the "**English Agent**") as agent and trustee for itself and each of the English Finance Parties (as defined in the Guarantee and Debenture) to guarantee and secure inter alia the unpaid principal of and interest on (including, without limitation, interest accruing after the maturity of the English Loans (as defined in the Facility Agreement) and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganisation or like proceeding, relating to its parent, the Company or English Bidco as defined in the Guarantee and Debenture, as the case may be, whether or not a claim for post-filing or post-petition interest is allowed in such proceedings) the English Loans and all other obligations and liabilities of the Company or English Bidco (as defined in the Guarantee and Debenture), as the case may be, to Chase (as defined in the Facility Agreement), the English Agent, the English Issuing Lender (as defined in the Facility Agreement) or to the English Lenders, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with the Finance Documents (as defined in the Guarantee and Debenture), whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses (including, without limitation, all fees and disbursements of counsel to the English Agent, the English Issuing Lender or to the English Lenders that are required to be paid by the Company or English Bidco, as the case may be, pursuant to the terms of the Facility Agreement) or otherwise (the "**Secured Liabilities**").

"**Facility Agreement**" means the second amended and restated credit agreement dated as of 5th June, 1997 (as amended, restated, supplemented or otherwise modified from time to time) between Viasystems Group Inc. as Guarantor, Viasystems Inc. as US Borrower, Viasystems Canada Inc. (formerly known as Circo Craft Co. Inc.), PCB Investments plc, the Company, Chips Acquisition Limited, Viasystems II Limited (formerly known as Interconnection Systems (Holdings) Limited) and the other Foreign Subsidiary Borrowers (as defined therein) which may from time to time become parties thereto, the several Lenders (as defined therein), The Chase Manhattan Bank of Canada as Canadian Agent, Chase Manhattan International Limited as the English Agent and the other Foreign Agents (as defined therein) which may from time to time be appointed thereunder, The Chase Manhattan Bank as Administrative Agent and Chase Securities Inc. as Arranger pursuant to which the English Lenders (as defined therein) have agreed to make available certain credit facilities.

## Viasystems Holdings Limited

### Appendix C

Under the terms of the Guarantee and Debenture:

1. the Subsidiary, unconditionally and irrevocably:-
  - (a) as principal obligor guarantees to the English Agent full, prompt and complete performance by the Company and English Bidco of all of the Secured Liabilities owing by the Company and English Bidco (or either of them) and the due and punctual payment of all of the Secured Liabilities owing by the Company and English Bidco (or either of them) when and as the same shall become due;
  - (b) undertakes with the English Agent that whenever the Company or English Bidco does not pay any of the Secured Liabilities, the Subsidiary shall forthwith on demand by the English Agent pay that amount as if the Subsidiary instead of the Company or English Bidco were expressed to be the principal obligor;
  - (c) indemnifies each of the English Agent and each of the English Finance Parties (as defined in the Guarantee and Debenture) on demand against any loss or liability suffered by it if any of the Secured Liabilities is or becomes unenforceable, invalid or illegal.

The Guarantee and Debenture contains creditor protection wording to the effect that, inter alia, any variation of a Finance Document or any irregularity, illegality, unenforceability, invalidity or frustration of any obligations of the Company, English Bidco or any other person under the Finance Documents will not affect the Subsidiary's liability under the Guarantee and Debenture;

2. the Subsidiary covenants in favour of the English Agent (as agent and trustee as aforesaid), as principal obligor and not merely as surety, to pay or discharge the Secured Liabilities on the due date therefor in the manner provided in the relevant Finance Document;
3. the Subsidiary with full title guarantee charges in favour of the English Agent (as agent and trustee for itself and each of the Finance Parties), as security for the payment, discharge and performance of all the Secured Liabilities:
  - (a) by way of a first legal mortgage:
    - (i) (subject to Clause 5.1(d) of the Guarantee and Debenture) all the property (if any) now belonging to it and specified in Schedule 2 to the Guarantee and Debenture together with all buildings and Fixtures (as defined in the Guarantee and Debenture) thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title and any moneys paid or payable in respect of such covenants subject in the case of any leasehold properties, to any necessary third party's consent to such mortgage being obtained;
    - (ii) (subject to Clause 5.1(d) of the Guarantee and Debenture) all estates or interests in any freehold or leasehold property (except any Security Assets (as

defined in the Guarantee and Debenture) specified in sub-paragraph (i) above) wheresoever situate now belonging to it together with all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title and any moneys paid or payable in respect of such covenants subject in the case of any leasehold properties, to any necessary third party's consent to such mortgage being obtained;

(b) (subject to Clause 5.1(d) of the Guarantee and Debenture) by way of first fixed charge:

- (i) (to the extent that the same are not the subject of a mortgage under sub-paragraphs (a)(i) and (a)(ii) above) all present and future estates or interests in any freehold or leasehold property wheresoever situate now or hereafter belonging to it together with all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title and any moneys paid or payable in respect of such covenants, subject, in the case of any leasehold properties, to any necessary third party's consent to such mortgage being obtained;
- (ii) all plant and machinery now or in the future owned by it and its interest in any plant or machinery in its possession other than any plant and machinery for the time being part of the Subsidiary's stock in trade or work in progress;
- (iii) all moneys (including interest) from time to time standing to the credit of each of its present and future accounts with any bank, financial institution or other person and the debts represented thereby;
- (iv) (to the extent not included in the assignment comprised in paragraph 5 (Assignments)) all benefits in respect of the Insurances (as defined in the Guarantee and Debenture) and all claims and returns of premiums in respect thereof;
- (v) all of its present and future book and other debts, all other moneys due and owing to it or which may become due and owing to it at any time in the future and the benefit of all rights, securities and guarantees of any nature whatsoever now or at any time enjoyed or held by it in relation to any of the foregoing including in each case the proceeds of the same;
- (vi) (to the extent that the same do not fall within any other sub-paragraph of this paragraph (b) or under paragraph 5 below) all of its rights and benefits under any distributorship or agreement for the licensing of Intellectual Property Rights (as defined in the Guarantee and Debenture) or similar agreements entered into by it, any letters of credit issued in its favour and all bills of exchange and other negotiable instruments held by it;
- (vii) any beneficial interest, claim or entitlement of it in any pension fund;
- (viii) its present and future goodwill;
- (ix) the benefit of all present and future licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any

of the Security Assets specified in sub-paragraphs (a)(i) and (a)(ii) and (b)(i) above and the right to recover and receive all compensation which may at any time become payable to it in respect thereof; and

(x) its present and future uncalled capital;

4. the Subsidiary (as agent and trustee for itself and each Finance Party) with full title guarantee, and as continuing security for the payment, discharge and performance of all the Secured Liabilities mortgages and charges and agrees to mortgage and charge to the English Agent (as agent and trustee for the benefit of itself and each of the English Finance Parties) all Group Shares (as defined in the Guarantee and Debenture) held now or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage;
5. the Subsidiary with full title guarantee and as continuing security for the payment, discharge and performance of the Secured Liabilities, assigns and agrees to assign to the English Agent (as agent and trustee for itself and each Finance Party) all of its present and future title and interest in and to the Insurances;
6. the Subsidiary with full title guarantee and as security for the payment, discharge and performance of all of the Secured Liabilities, charges in favour of the English Agent (as agent and trustee for itself and each Finance Party) by way of a first floating charge all its undertaking and assets whatsoever and wheresoever both present and future not otherwise effectively mortgaged or charged, or to the extent not otherwise effectively mortgaged or charged, by way of legal mortgage or fixed charge by Clause 5 of the Guarantee and Debenture;
7. the security constituted by the Guarantee and Debenture is continuing and extends to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part;
8. the Subsidiary makes various representations and warranties and gives various undertakings to the English Agent and each English Finance Party in the Guarantee and Debenture; and
9. each of the parties to the Guarantee and Debenture acknowledges that:
  - (a) the entering into of the Guarantee and Debenture will not breach the terms of the Original Guarantee and Debenture (as defined in the Guarantee and Debenture); and
  - (b) any security created by the Subsidiary pursuant to the Guarantee and Debenture which is stated to be first ranking will rank in priority after the security created by the Subsidiary pursuant to the Original Guarantee and Debenture.



G

COMPANIES FORM No. 155(6)b

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

155(6)b

Please do not  
write in this  
margin

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

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

For official use

Company number

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

--	--	--	--

1458898

Name of company

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

\* insert full name  
of company

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

† delete as  
appropriate

§ delete whichever  
is inappropriate

\* VIASYSTEMS HOLDINGS LIMITED

~~I/We~~ Ø — Please see attached Appendix A

~~the sole director~~† all the directors§ of the above company (hereinafter called 'this company') do  
solemnly and sincerely declare that:

The business of this company is:

- ~~(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§

This company is ~~the~~† holding company of\* ~~VIASYSTEMS TAMWORTH LIMITED~~ which is  
proposing to give financial assistance in connection with the acquisition of shares  
in ~~this company~~†

~~the holding company of this company.}†~~

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

Weil Gotshal & Manges  
One South Place  
London EC2M 2WG

Ref: Elizabeth Santos

For official Use

General Section

Post room

The assistance is for the purpose of ~~[that acquisition]~~ 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: 55,227,952 ordinary shares

The assistance is to be given to: (note 2) PCB INVESTMENTS PLC

7th floor

3 Shortlands

Hammersmith

London W6 8DA

The assistance will take the form of:

Please see attached Appendix B

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

† delete as  
appropriate

PCB INVESTMENTS PLC

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

Please see attached Appendix C

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 £ NIL

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

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

The date on which the assistance is to be given is \_\_\_\_\_ 19 \_\_\_\_\_  
a date within 8 weeks of the date hereof

I/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)

~~(a) I/We have formed the opinion that this company will be able to pay its debts as they fall due during the year immediately following that date. (note 2)~~

~~(b) It is intended to commence the winding up of this company within 12 months of that date and I/we have formed the opinion that this company will be able to pay its debts in full within 12 months of the commencement of the winding up. (note 2)~~

And I/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 St. Louis, Missouri, U.S.A.

Declarants to sign below



the 18<sup>th</sup> day of August  
one thousand nine hundred and ninety-eight

before me Laura L. Trapp

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

LAURA L. TRAPP  
Notary Public - Notary Seal  
State of Missouri  
St. Louis County  
My Commission Expires: July 21, 2000

## 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  
CF4 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies  
Companies House  
100-102 George Street  
Edinburgh  
EH2 3DJ

**VIASYSTEMS HOLDINGS LIMITED**

**FORM 155(6)(b)**

**APPENDIX A**

**DIRECTOR**

**ADDRESS**

**Francis Michael Loveland**

23 Monarch House  
241 Kensington High Street  
London  
W8 6EL

**Gerald Chester Nelson**

32 Chesterfield Lakes Road  
Chesterfield Missouri 63005  
USA

**David Webster**

2215 Valley View Drive  
Cedar Hill TX M5104  
USA

**David Sindelar**

34 Fox Meadows  
St Louis Missouri  
USA

## Viasystems Holdings Limited

### Appendix B

The entering into by Viasystems Tamworth Limited (the "**Subsidiary**") of a guarantee and debenture (the "**Guarantee and Debenture**") in favour of Chase Manhattan International Limited (the "**English Agent**") as agent and trustee for itself and each of the English Finance Parties (as defined in the Guarantee and Debenture) to guarantee and secure inter alia the unpaid principal of and interest on (including, without limitation, interest accruing after the maturity of the English Loans (as defined in the Facility Agreement) and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganisation or like proceeding, relating to its parent, the Company or English Bidco as defined in the Guarantee and Debenture, as the case may be, whether or not a claim for post-filing or post-petition interest is allowed in such proceedings) the English Loans and all other obligations and liabilities of the Company or English Bidco (as defined in the Guarantee and Debenture), as the case may be, to Chase (as defined in the Facility Agreement), the English Agent, the English Issuing Lender (as defined in the Facility Agreement) or to the English Lenders, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with the Finance Documents (as defined in the Guarantee and Debenture), whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses (including, without limitation, all fees and disbursements of counsel to the English Agent, the English Issuing Lender or to the English Lenders that are required to be paid by the Company or English Bidco, as the case may be, pursuant to the terms of the Facility Agreement) or otherwise (the "**Secured Liabilities**").

"**Facility Agreement**" means the second amended and restated credit agreement dated as of 5th June, 1997 (as amended, restated, supplemented or otherwise modified from time to time) between Viasystems Group Inc. as Guarantor, Viasystems Inc. as US Borrower, Viasystems Canada Inc. (formerly known as Circo Craft Co. Inc.), PCB Investments plc, the Company, Chips Acquisition Limited, Viasystems II Limited (formerly known as Interconnection Systems (Holdings) Limited) and the other Foreign Subsidiary Borrowers (as defined therein) which may from time to time become parties thereto, the several Lenders (as defined therein), The Chase Manhattan Bank of Canada as Canadian Agent, Chase Manhattan International Limited as the English Agent and the other Foreign Agents (as defined therein) which may from time to time be appointed thereunder, The Chase Manhattan Bank as Administrative Agent and Chase Securities Inc. as Arranger pursuant to which the English Lenders (as defined therein) have agreed to make available certain credit facilities.

## Viasystems Holdings Limited

### Appendix C

Under the terms of the Guarantee and Debenture:

1. the Subsidiary, unconditionally and irrevocably:-
  - (a) as principal obligor guarantees to the English Agent full, prompt and complete performance by the Company and English Bidco of all of the Secured Liabilities owing by the Company and English Bidco (or either of them) and the due and punctual payment of all of the Secured Liabilities owing by the Company and English Bidco (or either of them) when and as the same shall become due;
  - (b) undertakes with the English Agent that whenever the Company or English Bidco does not pay any of the Secured Liabilities, the Subsidiary shall forthwith on demand by the English Agent pay that amount as if the Subsidiary instead of the Company or English Bidco were expressed to be the principal obligor;
  - (c) indemnifies each of the English Agent and each of the English Finance Parties (as defined in the Guarantee and Debenture) on demand against any loss or liability suffered by it if any of the Secured Liabilities is or becomes unenforceable, invalid or illegal.

The Guarantee and Debenture contains creditor protection wording to the effect that, inter alia, any variation of a Finance Document or any irregularity, illegality, unenforceability, invalidity or frustration of any obligations of the Company, English Bidco or any other person under the Finance Documents will not affect the Subsidiary's liability under the Guarantee and Debenture;

2. the Subsidiary covenants in favour of the English Agent (as agent and trustee as aforesaid), as principal obligor and not merely as surety, to pay or discharge the Secured Liabilities on the due date therefor in the manner provided in the relevant Finance Document;
3. the Subsidiary with full title guarantee charges in favour of the English Agent (as agent and trustee for itself and each of the Finance Parties), as security for the payment, discharge and performance of all the Secured Liabilities:
  - (a) by way of a first legal mortgage:
    - (i) (subject to Clause 5.1(d) of the Guarantee and Debenture) all the property (if any) now belonging to it and specified in Schedule 2 to the Guarantee and Debenture together with all buildings and Fixtures (as defined in the Guarantee and Debenture) thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title and any moneys paid or payable in respect of such covenants subject in the case of any leasehold properties, to any necessary third party's consent to such mortgage being obtained;
    - (ii) (subject to Clause 5.1(d) of the Guarantee and Debenture) all estates or interests in any freehold or leasehold property (except any Security Assets (as

defined in the Guarantee and Debenture) specified in sub-paragraph (i) above) wheresoever situate now belonging to it together with all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title and any moneys paid or payable in respect of such covenants subject in the case of any leasehold properties, to any necessary third party's consent to such mortgage being obtained;

(b) (subject to Clause 5.1(d) of the Guarantee and Debenture) by way of first fixed charge:

- (i) (to the extent that the same are not the subject of a mortgage under sub-paragraphs (a)(i) and (a)(ii) above) all present and future estates or interests in any freehold or leasehold property wheresoever situate now or hereafter belonging to it together with all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title and any moneys paid or payable in respect of such covenants, subject, in the case of any leasehold properties, to any necessary third party's consent to such mortgage being obtained;
- (ii) all plant and machinery now or in the future owned by it and its interest in any plant or machinery in its possession other than any plant and machinery for the time being part of the Subsidiary's stock in trade or work in progress;
- (iii) all moneys (including interest) from time to time standing to the credit of each of its present and future accounts with any bank, financial institution or other person and the debts represented thereby;
- (iv) (to the extent not included in the assignment comprised in paragraph 5 (Assignments)) all benefits in respect of the Insurances (as defined in the Guarantee and Debenture) and all claims and returns of premiums in respect thereof;
- (v) all of its present and future book and other debts, all other moneys due and owing to it or which may become due and owing to it at any time in the future and the benefit of all rights, securities and guarantees of any nature whatsoever now or at any time enjoyed or held by it in relation to any of the foregoing including in each case the proceeds of the same;
- (vi) (to the extent that the same do not fall within any other sub-paragraph of this paragraph (b) or under paragraph 5 below) all of its rights and benefits under any distributorship or agreement for the licensing of Intellectual Property Rights (as defined in the Guarantee and Debenture) or similar agreements entered into by it, any letters of credit issued in its favour and all bills of exchange and other negotiable instruments held by it;
- (vii) any beneficial interest, claim or entitlement of it in any pension fund;
- (viii) its present and future goodwill;
- (ix) the benefit of all present and future licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any

of the Security Assets specified in sub-paragraphs (a)(i) and (a)(ii) and (b)(i) above and the right to recover and receive all compensation which may at any time become payable to it in respect thereof; and

(x) its present and future uncalled capital;

4. the Subsidiary (as agent and trustee for itself and each Finance Party) with full title guarantee, and as continuing security for the payment, discharge and performance of all the Secured Liabilities mortgages and charges and agrees to mortgage and charge to the English Agent (as agent and trustee for the benefit of itself and each of the English Finance Parties) all Group Shares (as defined in the Guarantee and Debenture) held now or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage;
5. the Subsidiary with full title guarantee and as continuing security for the payment, discharge and performance of the Secured Liabilities, assigns and agrees to assign to the English Agent (as agent and trustee for itself and each Finance Party) all of its present and future title and interest in and to the Insurances;
6. the Subsidiary with full title guarantee and as security for the payment, discharge and performance of all of the Secured Liabilities, charges in favour of the English Agent (as agent and trustee for itself and each Finance Party) by way of a first floating charge all its undertaking and assets whatsoever and wheresoever both present and future not otherwise effectively mortgaged or charged, or to the extent not otherwise effectively mortgaged or charged, by way of legal mortgage or fixed charge by Clause 5 of the Guarantee and Debenture;
7. the security constituted by the Guarantee and Debenture is continuing and extends to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part;
8. the Subsidiary makes various representations and warranties and gives various undertakings to the English Agent and each English Finance Party in the Guarantee and Debenture; and
9. each of the parties to the Guarantee and Debenture acknowledges that:
  - (a) the entering into of the Guarantee and Debenture will not breach the terms of the Original Guarantee and Debenture (as defined in the Guarantee and Debenture); and
  - (b) any security created by the Subsidiary pursuant to the Guarantee and Debenture which is stated to be first ranking will rank in priority after the security created by the Subsidiary pursuant to the Original Guarantee and Debenture.



**Auditors' report to the directors of Viasystems Holdings Limited**  
**Pursuant to section 156(4) of the Companies Act 1985**

We have examined the attached statutory declaration of the directors of Viasystems Holdings Limited ('the Company') dated 18 August 1998, in connection with the proposal that Viasystems Tamworth Limited should give financial assistance for the purchase of 55,227,952 of the ordinary shares of the Company by PCB Investments PLC.

**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.



Coopers & Lybrand  
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18 August 1998