

G

COMPANIES FORM No. 155(6)(a)

Declaration in relation to
assistance for the acquisition
of shares

155(6)(a)

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

--	--	--

1954084

Name of company

* VIASYSTEMS II LIMITED

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

* insert full name
of company

☒ We ☐ Please see attached Appendix A

Ø 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 recognised bank (licensed institution) within the meaning of the Banking Act 1979;~~

~~(b) that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on insurance business in the United Kingdom;~~

(c) something other than the above§

The company is proposing to give financial assistance in connection with the acquisition of shares in
the ~~company~~ ~~company's holding company~~

~~Limited~~

The assistance is for the purpose of ~~that acquisition~~ reducing or discharging a liability incurred for the
purpose of that acquisition ~~xx~~

The number and class of the shares acquired or to be acquired is: 200 ordinary shares

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 to be given to: (note 2) CHIPS ACQUISITION LIMITED

Please do not
write in
this margin

7th floor

3 Shortlands

Hammersmith

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

London W6 8DA

The assistance will take the form of:

Please see attached Appendix B

The person who ~~has acquired~~ ^{will acquire}† the share is:

† delete as
appropriate

CHIPS ACQUISITION LIMITED

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

Please see attached Appendix C

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

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

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

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

~~We~~ 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~~ 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~~ we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

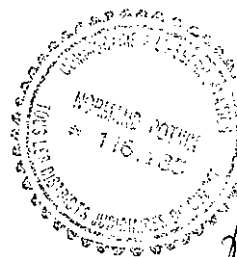
Declared at POINTE-CLARE, QC, CANADA

the 18TH day of AUGUST
one thousand nine hundred and NINETY EIGHT

before me NORMAND POTVIN

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

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.
- 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
37 Castle Terrace
Edinburgh
EH1 2EB

VIASYSTEMS II LIMITED

FORM 155(6)(a)

APPENDIX A

DIRECTOR

ADDRESS

David McEwan Kinnaird

The Court Undercliffe
Cleadow Lane
Cleadow
Sunderland
Tyne & Wear
SR6 7UX

Timothy Phillip Robinson

Stanegates Leazes Lane
Hexham
Northumberland
NE46 3BA

David Sindelar

34 Fox Meadows
St Louis
Missouri
USA

David Webster

2215 Valley View Drive
Cedar Hill TX M5104
USA

Francis Michael Loveland

23 Monarch House
241 Kensington High Street
London
W8 6EL

Viasystems II Limited

Appendix B

The entering into by the Company 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 Lenders (as defined in the Guarantee and Debenture) to guarantee certain obligations and liabilities of its parent company, Chips Limited (as defined in the Guarantee and Debenture), and secure inter alia the unpaid principal of and interest on (including, without limitation, interest accruing after the maturity of the Chips 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 the Company or Chips Limited, as the case may be, whether or not a claim for post-filing or post-petition interest is allowed in such proceedings) the Chips Loans and all other obligations and liabilities of the Company or Chips Limited, as the case may be, to the English Agent 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 or to the English Lenders that are required to be paid by the Company or Chips Limited, 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 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 II Limited

Appendix C

Under the terms of the Guarantee and Debenture:

1. the Company unconditionally and irrevocably:-
 - (a) as principal obligor guarantees to the English Agent (as agent and trustee as aforesaid) full, prompt and complete performance by Chips Limited of all of the Secured Liabilities owing by Chips Limited and the due and punctual payment of all of the Secured Liabilities owing by Chips Limited when and as the same shall become due;
 - (b) undertakes with the English Agent that whenever Chips Limited does not pay any of the Secured Liabilities, the Company shall forthwith on demand by the English Agent pay that amount as if the Company instead of Chips Limited were expressed to be the principal obligor;
 - (c) indemnifies each of the English Agent and each of the English Lenders on demand against any loss or liability suffered by it if any of the Secured Liabilities owed by Chips Limited 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 obligation of the Company, Chips Limited or any other person under the Finance Documents will not affect the Company's liability under the Guarantee and Debenture;

2. the Company 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 Company with full title guarantee charges in favour of the English Agent (as agent and trustee for itself and each of the English Lenders), 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 1 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 Company'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 Company, 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 Lenders) 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 Company, 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 of the English Lenders) all of its present and future title and interest in and to the Insurances;
 6. the Company, 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 of the English Lenders) 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 Company makes various representations and warranties and gives various undertakings to the English Agent and each English Lender 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 Debenture (as defined in the Guarantee and Debenture); and
 - (b) any security created by the Company pursuant to the Guarantee and Debenture which is stated to be first ranking will rank in priority after the security created by the Company pursuant to the Original Debenture.

G

COMPANIES FORM No. 155(6)(a)

Declaration in relation to
assistance for the acquisition
of shares

155(6)(a)

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

Please complete
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bold block lettering

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

For official use

Company number

--	--	--

1954084

Name of company

* VIASYSTEMS II LIMITED

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

* insert full name
of company

~~We~~ Please see attached Appendix A

Ø 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 recognised bank (licensed institution) within the meaning of the Banking Act 1979~~
(b) ~~that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on~~
~~insurance business in the United Kingdom~~
(c) something other than the above§

The company is proposing to give financial assistance in connection with the acquisition of shares in
the ~~company~~ ~~company's holding company~~

~~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: 200 ordinary shares

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 to be given to: (note 2)

~~CHIPS ACQUISITION LIMITED~~

~~7th floor~~

~~3 Shortlands~~

~~Hammersmith~~

London W6 8DA

Please do not
write in
this margin

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

The assistance will take the form of:

Please see attached Appendix B

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

† delete as
appropriate

~~CHIPS ACQUISITION LIMITED~~

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

Please see attached Appendix C

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

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

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

Please do not
write in
this margin

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

* delete either (a) or
(b) as appropriate

~~(a)~~ 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)

~~(b)~~ 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)

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

And we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

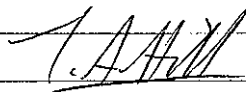
Declared at BALLIOL BUSINESS PARK
NEWCASTLE UPON TYNE
NE12 8EF

Declarants to sign below

the 18th day of August
one thousand nine hundred and ninety eight



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.
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CF4 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

VIASYSTEMS II LIMITED

FORM 155(6)(a)

APPENDIX A

DIRECTOR

ADDRESS

David McEwan Kinnaird

The Court Undercliffe
Cleadon Lane
Cleadon
Sunderland
Tyne & Wear
SR6 7UX

Timothy Phillip Robinson

Stanegates Leazes Lane
Hexham
Northumberland
NE46 3BA

David Sindelar

34 Fox Meadows
St Louis
Missouri
USA

David Webster

2215 Valley View Drive
Cedar Hill TX M5104
USA

Francis Michael Loveland

23 Monarch House
241 Kensington High Street
London
W8 6EL

Viasystems II Limited

Appendix B

The entering into by the Company 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 Lenders (as defined in the Guarantee and Debenture) to guarantee certain obligations and liabilities of its parent company, Chips Limited (as defined in the Guarantee and Debenture), and secure inter alia the unpaid principal of and interest on (including, without limitation, interest accruing after the maturity of the Chips 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 the Company or Chips Limited, as the case may be, whether or not a claim for post-filing or post-petition interest is allowed in such proceedings) the Chips Loans and all other obligations and liabilities of the Company or Chips Limited, as the case may be, to the English Agent 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 or to the English Lenders that are required to be paid by the Company or Chips Limited, 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 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 II Limited

Appendix C

Under the terms of the Guarantee and Debenture:

1. the Company unconditionally and irrevocably:-
 - (a) as principal obligor guarantees to the English Agent (as agent and trustee as aforesaid) full, prompt and complete performance by Chips Limited of all of the Secured Liabilities owing by Chips Limited and the due and punctual payment of all of the Secured Liabilities owing by Chips Limited when and as the same shall become due;
 - (b) undertakes with the English Agent that whenever Chips Limited does not pay any of the Secured Liabilities, the Company shall forthwith on demand by the English Agent pay that amount as if the Company instead of Chips Limited were expressed to be the principal obligor;
 - (c) indemnifies each of the English Agent and each of the English Lenders on demand against any loss or liability suffered by it if any of the Secured Liabilities owed by Chips Limited 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 obligation of the Company, Chips Limited or any other person under the Finance Documents will not affect the Company's liability under the Guarantee and Debenture;

2. the Company 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 Company with full title guarantee charges in favour of the English Agent (as agent and trustee for itself and each of the English Lenders), 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 1 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 Company'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 Company, 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 Lenders) 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 Company, 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 of the English Lenders) all of its present and future title and interest in and to the Insurances;
 6. the Company, 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 of the English Lenders) 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 Company makes various representations and warranties and gives various undertakings to the English Agent and each English Lender 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 Debenture (as defined in the Guarantee and Debenture); and
 - (b) any security created by the Company pursuant to the Guarantee and Debenture which is stated to be first ranking will rank in priority after the security created by the Company pursuant to the Original Debenture.

G

COMPANIES FORM No. 155(6)(a)

Declaration in relation to
assistance for the acquisition
of shares

155(6)(a)

Please do not
write in
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Pursuant to section 155(6) of the Companies Act 1985

Please complete
legibly, preferably
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To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

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1954084

Name of company

* VIASYSTEMS II 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 do solemnly and sincerely declare that:

The business of the company is:

§ delete whichever
is inappropriate

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

~~that of a person authorised under section 2 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~~

~~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: 200 ordinary shares

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

Weil, Gotshal & Manges
One South Place
London EC2M 2WG

Ref: Elizabeth Santos

For official Use
General Section

The assistance is to be given to: (note 2) CHIPS ACQUISITION LIMITED
7th Floor
3 Shortlands
Hammersmith
London W6 8DA

Please do not
write in
this margin

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

The assistance will take the form of:

Please see attached Appendix B

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

† delete as
appropriate

CHIPS ACQUISITION LIMITED

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

Please see attached Appendix C

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

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

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

a date within 8 weeks of the date hereof

Please do not
write in
this margin

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

* delete either (a) or
(b) as appropriate

~~XX~~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)

~~XX~~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~~X~~ (note 3)

~~XX~~~~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~~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 18th day of August
one thousand nine hundred and Sixty-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
37 Castle Terrace
Edinburgh
EH1 2EB

VIASYSTEMS II LIMITED

FORM 155(6)(a)

APPENDIX A

DIRECTOR

ADDRESS

David McEwan Kinnaird

The Court Undercliffe
Cleadow Lane
Cleadow
Sunderland
Tyne & Wear
SR6 7UX

Timothy Phillip Robinson

Stanegates Leazes Lane
Hexham
Northumberland
NE46 3BA

David Sindelar

34 Fox Meadows
St Louis
Missouri
USA

David Webster

2215 Valley View Drive
Cedar Hill TX M5104
USA

Francis Michael Loveland

23 Monarch House
241 Kensington High Street
London
W8 6EL

Viasystems II Limited

Appendix B

The entering into by the Company 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 Lenders (as defined in the Guarantee and Debenture) to guarantee certain obligations and liabilities of its parent company, Chips Limited (as defined in the Guarantee and Debenture), and secure inter alia the unpaid principal of and interest on (including, without limitation, interest accruing after the maturity of the Chips 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 the Company or Chips Limited, as the case may be, whether or not a claim for post-filing or post-petition interest is allowed in such proceedings) the Chips Loans and all other obligations and liabilities of the Company or Chips Limited, as the case may be, to the English Agent 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 or to the English Lenders that are required to be paid by the Company or Chips Limited, 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 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 II Limited

Appendix C

Under the terms of the Guarantee and Debenture:

1. the Company unconditionally and irrevocably:-
 - (a) as principal obligor guarantees to the English Agent (as agent and trustee as aforesaid) full, prompt and complete performance by Chips Limited of all of the Secured Liabilities owing by Chips Limited and the due and punctual payment of all of the Secured Liabilities owing by Chips Limited when and as the same shall become due;
 - (b) undertakes with the English Agent that whenever Chips Limited does not pay any of the Secured Liabilities, the Company shall forthwith on demand by the English Agent pay that amount as if the Company instead of Chips Limited were expressed to be the principal obligor;
 - (c) indemnifies each of the English Agent and each of the English Lenders on demand against any loss or liability suffered by it if any of the Secured Liabilities owed by Chips Limited 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 obligation of the Company, Chips Limited or any other person under the Finance Documents will not affect the Company's liability under the Guarantee and Debenture;

2. the Company 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 Company with full title guarantee charges in favour of the English Agent (as agent and trustee for itself and each of the English Lenders), 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 1 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 Company'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 Company, 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 Lenders) 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 Company, 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 of the English Lenders) all of its present and future title and interest in and to the Insurances;
 6. the Company, 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 of the English Lenders) 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 Company makes various representations and warranties and gives various undertakings to the English Agent and each English Lender 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 Debenture (as defined in the Guarantee and Debenture); and
 - (b) any security created by the Company pursuant to the Guarantee and Debenture which is stated to be first ranking will rank in priority after the security created by the Company pursuant to the Original Debenture.

G

COMPANIES FORM No. 155(6)(a)

Declaration in relation to
assistance for the acquisition
of shares

155(6)(a)

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

--	--	--

1954084

Name of company

* VIASYSTEMS II LIMITED

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

* insert full name
of company

We ☒ Please see attached Appendix A

Ø 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 recognised bank licensed institution within the meaning of the Banking Act 1979~~

~~(b) that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on insurance business in the United Kingdom~~

(c) something other than the above§

The company is proposing to give financial assistance in connection with the acquisition of shares in
the company ~~company's holding company~~

~~limited~~

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

The number and class of the shares acquired or to be acquired is: 200 ordinary shares

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 to be given to: (note 2) CHIPS ACQUISITION LIMITED

Please do not
write in
this margin

7th floor

3 Shortlands

Hammersmith

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

London W6 8DA

The assistance will take the form of:

Please see attached Appendix B

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

† delete as
appropriate

CHIPS ACQUISITION LIMITED

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

Please see attached Appendix C

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

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

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

Please do not
write in
this margin

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

* delete either (a) or
(b) as appropriate

~~X~~ We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

~~X~~ ~~(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 ~~X~~ (note 3)

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

And ~~X~~ we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

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

Declarants to sign below

the 18th 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
37 Castle Terrace
Edinburgh
EH1 2EB

VIASYSTEMS II LIMITED

FORM 155(6)(a)

APPENDIX A

DIRECTOR

ADDRESS

David McEwan Kinnaird

The Court Undercliffe
Cleadow Lane
Cleadow
Sunderland
Tyne & Wear
SR6 7UX

Timothy Phillip Robinson

Stanegates Leazes Lane
Hexham
Northumberland
NE46 3BA

David Sindelar

34 Fox Meadows
St Louis
Missouri
USA

David Webster

2215 Valley View Drive
Cedar Hill TX M5104
USA

Francis Michael Loveland

23 Monarch House
241 Kensington High Street
London
W8 6EL

Viasystems II Limited

Appendix B

The entering into by the Company 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 Lenders (as defined in the Guarantee and Debenture) to guarantee certain obligations and liabilities of its parent company, Chips Limited (as defined in the Guarantee and Debenture), and secure inter alia the unpaid principal of and interest on (including, without limitation, interest accruing after the maturity of the Chips 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 the Company or Chips Limited, as the case may be, whether or not a claim for post-filing or post-petition interest is allowed in such proceedings) the Chips Loans and all other obligations and liabilities of the Company or Chips Limited, as the case may be, to the English Agent 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 or to the English Lenders that are required to be paid by the Company or Chips Limited, 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 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 II Limited

Appendix C

Under the terms of the Guarantee and Debenture:

1. the Company unconditionally and irrevocably:-
 - (a) as principal obligor guarantees to the English Agent (as agent and trustee as aforesaid) full, prompt and complete performance by Chips Limited of all of the Secured Liabilities owing by Chips Limited and the due and punctual payment of all of the Secured Liabilities owing by Chips Limited when and as the same shall become due;
 - (b) undertakes with the English Agent that whenever Chips Limited does not pay any of the Secured Liabilities, the Company shall forthwith on demand by the English Agent pay that amount as if the Company instead of Chips Limited were expressed to be the principal obligor;
 - (c) indemnifies each of the English Agent and each of the English Lenders on demand against any loss or liability suffered by it if any of the Secured Liabilities owed by Chips Limited 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 obligation of the Company, Chips Limited or any other person under the Finance Documents will not affect the Company's liability under the Guarantee and Debenture;

2. the Company 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 Company with full title guarantee charges in favour of the English Agent (as agent and trustee for itself and each of the English Lenders), 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 1 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 Company'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 Company, 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 Lenders) 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 Company, 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 of the English Lenders) all of its present and future title and interest in and to the Insurances;
6. the Company, 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 of the English Lenders) 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 Company makes various representations and warranties and gives various undertakings to the English Agent and each English Lender 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 Debenture (as defined in the Guarantee and Debenture); and
 - (b) any security created by the Company pursuant to the Guarantee and Debenture which is stated to be first ranking will rank in priority after the security created by the Company pursuant to the Original Debenture.

G

COMPANIES FORM No. 155(6)(a)

Declaration in relation to
assistance for the acquisition
of shares

155(6)(a)

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

--	--	--

1954084

Name of company

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

* VIASYSTEMS II LIMITED

* insert full name
of company

We ~~ø~~ Please see attached Appendix A

ø 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 recognised bank or licensed institution within the meaning of the Banking Act 1979~~

~~(b) that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on insurance business in the United Kingdom~~

(c) something other than the above

The company is proposing to give financial assistance in connection with the acquisition of shares in
the ~~company~~ ~~company's holding company~~

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: 200 ordinary shares

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 to be given to: (note 2) CHIPS ACQUISITION LIMITED

Please do not
write in
this margin

7th floor

3 Shortlands

Hammersmith

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

London W6 8DA

The assistance will take the form of:

Please see attached Appendix B

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

† delete as
appropriate

CHIPS ACQUISITION LIMITED

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

Please see attached Appendix C

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

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

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

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

~~1~~ 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) 1~~ 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) 1~~ 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 ~~1~~ 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 18th day of August
one thousand nine hundred and ninety eight
before me  [Signature]

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

[Signature]

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
37 Castle Terrace
Edinburgh
EH1 2EB

VIASYSTEMS II LIMITED

FORM 155(6)(a)

APPENDIX A

DIRECTOR

ADDRESS

David McEwan Kinnaird

The Court Undercliffe
Cleadon Lane
Cleadon
Sunderland
Tyne & Wear
SR6 7UX

Timothy Phillip Robinson

Stanegates Leazes Lane
Hexham
Northumberland
NE46 3BA

David Sindelar

34 Fox Meadows
St Louis
Missouri
USA

David Webster

2215 Valley View Drive
Cedar Hill TX M5104
USA

Francis Michael Loveland

23 Monarch House
241 Kensington High Street
London
W8 6EL

Viasystems II Limited

Appendix B

The entering into by the Company 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 Lenders (as defined in the Guarantee and Debenture) to guarantee certain obligations and liabilities of its parent company, Chips Limited (as defined in the Guarantee and Debenture), and secure inter alia the unpaid principal of and interest on (including, without limitation, interest accruing after the maturity of the Chips 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 the Company or Chips Limited, as the case may be, whether or not a claim for post-filing or post-petition interest is allowed in such proceedings) the Chips Loans and all other obligations and liabilities of the Company or Chips Limited, as the case may be, to the English Agent 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 or to the English Lenders that are required to be paid by the Company or Chips Limited, 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 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 II Limited

Appendix C

Under the terms of the Guarantee and Debenture:

1. the Company unconditionally and irrevocably:-
 - (a) as principal obligor guarantees to the English Agent (as agent and trustee as aforesaid) full, prompt and complete performance by Chips Limited of all of the Secured Liabilities owing by Chips Limited and the due and punctual payment of all of the Secured Liabilities owing by Chips Limited when and as the same shall become due;
 - (b) undertakes with the English Agent that whenever Chips Limited does not pay any of the Secured Liabilities, the Company shall forthwith on demand by the English Agent pay that amount as if the Company instead of Chips Limited were expressed to be the principal obligor;
 - (c) indemnifies each of the English Agent and each of the English Lenders on demand against any loss or liability suffered by it if any of the Secured Liabilities owed by Chips Limited 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 obligation of the Company, Chips Limited or any other person under the Finance Documents will not affect the Company's liability under the Guarantee and Debenture;

2. the Company 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 Company with full title guarantee charges in favour of the English Agent (as agent and trustee for itself and each of the English Lenders), 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 1 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 Company'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 Company, 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 Lenders) 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 Company, 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 of the English Lenders) all of its present and future title and interest in and to the Insurances;
 6. the Company, 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 of the English Lenders) 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 Company makes various representations and warranties and gives various undertakings to the English Agent and each English Lender 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 Debenture (as defined in the Guarantee and Debenture); and
 - (b) any security created by the Company pursuant to the Guarantee and Debenture which is stated to be first ranking will rank in priority after the security created by the Company pursuant to the Original Debenture.

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

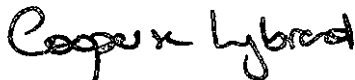
We have examined the attached statutory declaration of the directors of Viasystems II Limited ('the Company') dated 18 August 1998, in connection with the proposal that the Company should give financial assistance for the purchase of 200 of the ordinary shares of the Company by Chips Acquisition Limited.

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
Chartered Accountants
Temple Court
35 Bull Street
Birmingham
B4 6JT

18 August 1998

COMPANY NUMBER: 1954084

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

VIASYSTEMS II LIMITED

(the "Company")

passed on 15th 8, 1998

Pursuant to section 381A and schedule 15A of the Companies Act 1985 (as amended), the company undersigned being the sole member who at the date hereof would be entitled to attend and vote at a general meeting of the Company convened for the passing of the following ordinary and special resolutions, hereby passes the following ordinary and special resolutions as written resolutions and agrees that the said resolutions shall for all purposes be as valid and effective as if the same had been passed at a meeting duly convened and held.

WRITTEN ORDINARY RESOLUTION

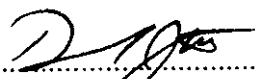
"THAT the terms, and execution by the Company, of the guarantee and debenture to be entered into between the Company and Chase Manhattan International Limited (the "English Agent") (the "Guarantee and Debenture") (to be in the form of the draft attached), under which, inter alia, the Company guarantees certain obligations and liabilities of its parent company, Chips Acquisition Limited ("Chips Limited"), and secures the unpaid principal of and interest on (including, without limitation, interest accruing after the maturity of the Chips Loans (as defined in the Guarantee and Debenture) and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganisation or like proceeding, relating to the Company or Chips Limited, as the case may be, whether or not a claim for post-filing or post-petition interest is allowed in such proceedings) the Chips Loans and all other obligations and liabilities of the Company or Chips Limited as the case may be, to the English Agent or to the English Lenders (as defined in the Guarantee and Debenture), 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 or to the English Lenders that are required to be paid by the Company or Chips Limited, as the case may be, pursuant to the terms of the Facility Agreement (as defined in the Guarantee and Debenture)) or otherwise, be and are hereby approved."

WRITTEN SPECIAL RESOLUTIONS

"THAT the giving of financial assistance by the Company's subsidiary, Viasystems Tyneside Limited (the "Subsidiary"), pursuant to sections 155 to 158 (inclusive) of the Companies Act 1985, by the entering into of, and performance by the Subsidiary of its obligations under, the

guarantee and debenture to be entered into between the Subsidiary and the English Agent (the "Subsidiary Guarantee and Debenture") (to be in the form of the draft attached), under which, inter alia, the Subsidiary guarantees and secures the unpaid principal of and interest on (including, without limitation, interest accruing after the maturity of the Chips Loans and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganisation or like proceeding, relating to the Company or Chips Limited, as the case may be, whether or not a claim for post-filing or post-petition interest is allowed in such proceedings) the Chips Loans and all other obligations and liabilities of the Company or Chips Limited, as the case may be, to the English Agent 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, 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 or to the English Lenders that are required to be paid by the Company or Chips Limited, as the case may be, pursuant to the terms of the Facility Agreement) or otherwise, be and is hereby approved."

"THAT subject to compliance with the requirements of sections 155 to 158 (inclusive) of the Companies Act 1985, the execution by the Subsidiary of the Subsidiary Guarantee and Debenture is hereby approved and is in the best interests of the Subsidiary and the approval of the Company to the Subsidiary entering into the Subsidiary Guarantee and Debenture is given notwithstanding that the Subsidiary may be held to be giving financial assistance for the purposes of sections 151 and 152 of the Companies Act 1985".

✓ 
.....
for and on behalf of Viasystems Group Limited
acting as attorney for Chemical Nominees Limited

✓ Date: August 18, 1998

A copy of these resolutions has been provided to the Company's auditors in accordance with the Companies Act 1985.