

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

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

02104321

Name of company

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

\*  
Mills Manufacturing Technology Holdings Limited

\*Insert full name  
of company

I/We

Insert name(s) and  
address(es) of all  
the directors

Michael John William Jenkins of the Hayloft, 3 Drybank Barns, Fosse Way, Ettinton, Stratford upon Avon, CV37 7PD, Navneet Ahluwalia of 18 Sandringham Close, Coventry, CV4 8JR, Nicholas Julian Frampton of 23 Amherst Road, Kenilworth, Warwickshire, CV8 1AG and Andrew Laird Jack of 23 Best Avenue, Kenilworth, Warwickshire, CV8 2TN.

†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 the company is:

§ Delete whichever  
is inappropriate

- (a) ~~that of a (recognised bank) licensed institution, within the meaning of the Banking Act 1979~~xx  
(b) ~~that of a person authorised under section 3 or 4 of the Insurance Companies Act 1962 to carry~~  
~~on insurance business in the United Kingdom~~x  
(c) something other than the above§

The company is [the] [a] holding company of \*Mills CNC Finance Limited

which is

proposing to give financial assistance in connection with the acquisition of shares

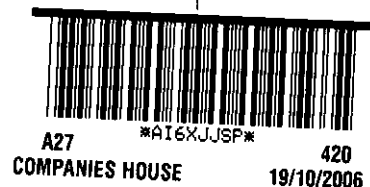
in ~~this company~~ [Infraplan Limited

the holding company of this company.]†

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

For official Use (10/03)  
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 184418 Ordinary A shares  
3,600 Ordinary shares and 51,500 Ordinary shares all of £1 each

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

The assistance is to be given to: (note 2)

Mills Manufacturing Group Limited registered in England and Wales with company number 5852216 whose  
registered office is at Units 2 and 3 Tachbrook Link, Tachbrook Park Drive, Leamington Spa, Warwickshire, CV34  
6RH

The assistance will take the form of:

Please see attached Schedule 1

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

† Delete as  
appropriate

Mills Manufacturing Group Limited registered in England and Wales with company number 5852216 whose  
registered office is at Units 2 and 3 Tachbrook Link, Tachbrook Park Drive, Leamington Spa, Warwickshire,  
CV34 6RH

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

Please see attached Schedule 2

The amount (if any) by which the net assets of the company which is giving the assistance will be  
reduced by giving it is

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 £ See Schedule 3

Please do not  
write in  
this margin

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

The date on which the assistance is to be given is within 8 weeks of the date of this declaration

~~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)

\*Delete either (a) or  
(b) as appropriate

(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 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 ~~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 One Victoria Square,  
Birmingham, B1 1BD

on 

Day	Month	Year
13	10	2006

before me Nicholas McCaffrey

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

Mick Fisher  
Richard Murrell  
John  
12/10/06

## 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 auditor's report required by section 156(4) of the Companies Act 1985 must be annexed to this form.

- 5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies  
Companies House  
Crown Way  
Cardiff  
CF14 3UZ

DX 33050 Cardiff

or, for companies registered in Scotland:-

The Registrar of Companies  
37 Castle Terrace  
Edinburgh  
EH1 2EB

DX 235 Edinburgh

or LP-4 Edinburgh 2

## (Holdings 155(b) – Finance)

## SCHEDULE 1

## Form of Financial Assistance

- 1 The execution and delivery by Mills CNC Finance Limited being a subsidiary of the Company (the "**Subsidiary**") of a composite guarantee (the "**Guarantee**") proposed to be entered into by Mills Manufacturing Group Limited (the **Purchaser**) the Company, the Subsidiary, Infraplan Limited, Mills Marketing Services Limited and Mills Manufacturing Technology Limited ("**Technology**") (together the "**Group Companies**" and each a "**Group Company**") in favour of Barclays Bank plc (the "**Bank**");
- 2 The execution and delivery by the Subsidiary of a working capital facility agreement (the "**Working Capital Facility Agreement**") proposed to be entered into by the Purchaser, the Company, the Subsidiary and each Group Company in favour of the Bank;
- 3 The execution and delivery by the Subsidiary of a multi option facility agreement (the "**Multi Option Facility Agreement**") proposed to be entered into by the Purchaser, the Company, the Subsidiary and each Group Company in favour of the Bank;
- 4 The execution and delivery by the Subsidiary of a debenture (the "**Debenture**") proposed to be entered into by the Subsidiary in favour of the Bank;
- 5 The execution and delivery by the Subsidiary of a composite accounting system master agreement (the "**Composite Accounting Agreement**") proposed to be entered into by the Company, the Purchaser, the Subsidiary and each Group Company in favour of the Bank;
- 6 The execution and delivery by the Subsidiary of an inter-creditor deed (the "**Inter-Creditor Deed**") proposed to be entered into by the Bank, Michael John William Jenkins ("**MJ**"), the Purchaser, the Company, the Subsidiary and the Group Companies; and
- 7 The execution and delivery by the Subsidiary of an inter-company loan agreement (the "**Subsidiary Inter-Company Loan Agreement**") proposed to be entered into by the Subsidiary and Technology (1) and the Purchaser (2).

## SCHEDULE 2

### The principal terms on which the financial assistance will be given.

- 1 Pursuant to the Guarantee, the Purchaser the Company, the Subsidiary and each Group Company would guarantee the payment and discharge by the Purchaser, the Company, the Subsidiary and each of the Group Companies of all obligations and liabilities to the Bank and further indemnify the Bank in respect of such liabilities to apply any monies standing to the credit of the Purchaser, the Company, the Subsidiary and each Group Company upon any account directly in or towards repayment of the indebtedness of the Company and/or the Purchaser, the Subsidiary or the Group Companies to the Bank;
- 2 Pursuant to the Working Capital Facility the Bank would make working capital facilities available to the Purchaser, the Company, the Subsidiary and each of the Group Companies in the maximum aggregate principal amount of £500,000;
- 3 Pursuant to the Multi Option Facility Agreement which sets out the terms on which the Bank would provide various finance facilities of up to £4,300,000 the Purchaser, the Company, the Subsidiary and each Group Company would authorise the Bank to apply any monies standing to the credit of the Purchaser, the Company, the Subsidiary or any Group Company upon current account directly in or towards repayment of the indebtedness of the Purchaser, the Company, the Subsidiaries or the Group Companies to the Bank;
- 4 Pursuant to the Debenture, the Subsidiary would create fixed and floating charges over all its property assets and undertaking, both present and future, in favour of the Bank by way of security for payment and discharge of all obligations and liabilities of the Company to the Bank (including under the Guarantee). The Debenture contains a further assurance clause which would entitle the Bank to call for additional security documents to be entered into at the Bank's request to, amongst other things, perfect by way of legal charge a charge which as created in the Debenture was merely equitable;
- 5 Pursuant to the Inter-Creditor Deed, the Company, the Purchaser, the Subsidiary and each of the Group Companies would acknowledge the ranking of payments and other contractual arrangements made between the Bank and Michael John William Jenkins. The Inter-Creditor Deed contains a further assurance clause which would entitle the Bank to call for each of the Company, the Subsidiary and each Group Company (at their own cost) to do whatever the Bank requests in order to protect the Bank's position under the Inter-Creditor Deed;
- 6 Pursuant to the Composite Accounting Agreement, the Company, the Purchaser, the Subsidiary and each Group Company would authorise the Bank to apply any monies standing to the credit of the Company, the Purchaser, the Subsidiary or the Group Companies upon current account directly in or towards repayment of the indebtedness of the Company and/or of the Purchaser and/or the Subsidiary and/or each of the Group Companies to the Bank; and
- 7 Pursuant to the Subsidiary Inter-Company Loan Agreement any loans made by the Subsidiary or Technology to the Purchaser in the maximum principal amount of £10,000,000 would be used by the Purchaser to fund its obligations to the Bank.

**SCHEDULE 3****The amount of cash to be transferred to persons assisted.**

Terms defined in Schedule 1 have the same meaning in this Schedule 3. The amount of any advances, up to a maximum of £10,000,000 made from time to time under the terms of the Subsidiary Inter-Company Loan Agreement.



**AUDITORS' REPORT TO THE DIRECTORS OF MILLS MANUFACTURING TECHNOLOGY HOLDINGS LIMITED ("THE COMPANY") PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985**

It is our responsibility to make a report to the Company in accordance with Section 156(4) of The Companies Act 1985. Our work has been undertaken so that we might state to the Company those matters we are required to state in an auditor's report and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone for any other purpose for our work, for this report or for the opinions we have formed.

We have examined the attached statutory declaration of the directors dated 13 October 2006 in connection with the proposed financial assistance to be given by Mills CNC Finance Limited, of which the Company is a holding company, for the purchase of all of the ordinary shares of Infraplan Limited, the Company's holding company.

***Basis of opinion***

We have enquired into the state of the Company's affairs so far as necessary for us to review the bases of 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.

BAKER TILLY

Registered Auditor  
Chartered Accountants  
Baker Tilly  
City Plaza  
Temple Row  
Birmingham  
B2 5AF

13 October 2006