

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

155(6)b

Please do not
write in this
margin

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

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

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

For official use

Company number

2578069

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

Name of company

* ARM Group Limited

* insert full name
of company

XWe SEE APPENDIX 1 ATTACHED

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

† delete as appropriate

~~XXXXXXXXXX~~ [all the directors] † of the above company (hereinafter called 'this company') do solemnly and sincerely declare that

§ delete whichever
is inappropriate

The business of this company is

[illegible][illegible]XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
insurance policy issued by the United Kingdom.

(c) something other than the above §

This company is ~~NOT~~ [a] holding company of* Enterprise Power Services Limited
(company registration number 5360868) which is

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

in ~~XXXXXXXXXX~~ ARM Services Group Limited
(company registration number 3775461) the holding company of this company] t

Presenter's name address and
reference (if any)
Addleshaw Goddard LLP
Box 500, Companies House,
21 Bloomsbury Street,
London, WC1B 3XD

London

For official Use
General Section

FRIDAY



LD3

LW9JMUPE
16/11/2007
COMPANIES HOUSE

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

Please do not write in this margin

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

The number and class of the shares acquired or to be acquired is SEE APPENDIX 2 ATTACHED

The assistance is to be given to (note 2) Enterprise Limited (formerly Enterprise plc) whose registered office is at Lancaster House, Centurion Way, Leyland, Lancashire, PR26 6TX and whose registered number is 2401383

The assistance will take the form of

SEE APPENDIX 3 ATTACHED

The person who [has acquired] ~~XXXXXXX~~ † the shares is
Enterprise Limited (registered number is 2401383)

† delete as appropriate

The principal terms on which the assistance will be given are

SEE APPENDIX 4 ATTACHED

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

The amount of cash to be transferred to the person assisted is £ SEE APPENDIX 5

The value of any asset to be transferred to the person assisted is £ SEE APPENDIX 5

The date on which the assistance is to be given is within 8 weeks from the date hereof

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

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

(a) [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)

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

(b) XX
have formed the opinion that this company will be able to pay its debts in full as they come due.
XXXXXXXXXXXXXXXXXXXXXXXXXXXX* (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
 ENTERPRISE LTD
 Lancaster House
 Centurion Way
 Leyland, Lancs
 PR26 6TX

Declarants to sign below

Day Month Year
on 02 11 2007

before me 

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

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given, if a recipient is a company the registered office address should be shown
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form
- 5 The address for companies registered in England and Wales or Wales is -

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

or, for companies registered in Scotland -

The Registrar of Companies
Companies House
37 Castle Terrace
Edinburgh
EH1 2EB

ARM GROUP LIMITED

(the Company)

Appendices to Form 155(6)b given by the Company in respect of Enterprise Power Services Limited (Company Number: 5360868) (the Subsidiary) (Appendix 1 of 5)

Appendix 1 – Details of Directors

Name	Neil Kirkby
Address	5 Dashwood Close Grappenhall Warrington Cheshire WA4 3JA
Name	Owen McLaughlin
Address	Greyfriars Hall Walker Lane Fulwood Preston Lancashire PR2 7AN



ARM GROUP LIMITED

(the Company)

Appendices to Form 155(6)b given by the Company in respect of Enterprise Power Services Limited (Company Number. 5360868) (the Subsidiary) (Appendix 2 of 5)

Appendix 2 - Number and Class of Shares

19,333 A ordinary shares of £0 10 each,

42,429 B ordinary shares of £1 00 each, and

7,329 C ordinary shares of £1 00 each



ARM GROUP LIMITED

(the Company)

Appendices to Form 155(6)b given by the Company in respect of Enterprise Power Services Limited (Company Number 5360868) (the Subsidiary) (Appendix 3 of 5)

Appendix 3 - Form of Assistance

- 1 The execution, delivery and performance by the Subsidiary of its obligations under a deed of confirmation (**Deed of Confirmation**) to be made among Enterprise Limited (formerly known as Enterprise plc) (**Enterprise**) and certain of its subsidiaries including the Company and the Subsidiary, the Agent and Security Trustee (each as defined in the Senior Facilities Agreement as defined below) in order to supplement and amend documents listed in paragraphs 3(a) and (b) below (as the same may be further amended, varied, supplemented or substituted from time to time) by removing certain limitations on
 - (a) the guarantee provisions set out in the Senior Facilities Agreement (as defined below) and by which the Subsidiary is bound, and
 - (b) the security provisions set out in the Debenture (as defined below) by which the Subsidiary is bound,
- 2 The execution, delivery and performance by the Subsidiary of its obligations under an intra-group loan agreement (**Intra-Group Loan Agreement**) for the provision of loan facilities to be made available by, *inter alios*, the Subsidiary to Kirk Newco plc (**Kirk Newco**) and to be made among, *inter alios*, Kirk Newco and certain of its subsidiaries, including the Subsidiary pursuant to which, *inter alia*, the Subsidiary will agree to lend money to Kirk Newco in order that Kirk Newco may, amongst other things, service its debt obligations under the Senior Facilities Agreement
- 3 The continued observance and performance by the Subsidiary of its obligations under each of the documents listed below as such obligations are and will be extended pursuant to the terms of the Deed of Confirmation
 - (a) a senior facilities agreement dated 23 March 2007 (as amended and restated on 25 July 2007) (**Senior Facilities Agreement**) for the provision of term and revolving credit facilities made among, *inter alios*, Kirk Newco as Original Borrower, the Original Lenders, the Original Guarantor, the Arrangers, the Agent and the Security Trustee under which the Original Lenders agreed to make available to the Borrowers term and revolving credit facilities (each term as defined in the Senior Facilities Agreement) The Senior Facilities Agreement incorporates a cross-guarantee granted by the Original Guarantor and each Additional Guarantor (as defined in the Senior Facilities Agreement) (including the Subsidiary) (**Guarantee**), and
 - (b) a debenture dated 18 May 2007 (**Debenture**) in favour of the Security Trustee pursuant to which the Subsidiary granted fixed and floating charges over all its assets and undertakings in order to secure the Secured Obligations (as defined therein)
- 4 The execution, delivery and performance by the Subsidiary of any other document as the directors of the Subsidiary may consider necessary in connection with the above



ARM GROUP LIMITED


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Appendices to Form 155(6)b given by the Company in respect of Enterprise Power Services Limited (Company Number: 5360868) (the Subsidiary) (Appendix 4 of 5)

Appendix 4 – Principal Terms

Unless otherwise defined herein or in any other Appendix hereto, each defined term used in this Appendix 4 shall have the same meaning as set out in the document to which it relates

- 1 By acceding to the **Senior Facilities Agreement** pursuant to an Accession Letter the Subsidiary has agreed, amongst other things
- 1.1 Subject to the limitations set out in paragraph 1.4, to irrevocably and unconditionally jointly and severally (with each other Guarantor)
 - (a) guarantee to each Finance Party the punctual performance by each other Obligor of all that Obligor's obligations under the Finance Documents,
 - (b) undertake with each Finance Party that whenever another Obligor does not pay any amount when due under or in connection with any Finance Document, it shall immediately on demand pay that amount as if it was the principal obligor, and
 - (c) indemnify each Finance Party immediately on demand against any cost, loss or liability suffered by that Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which that Finance Party would otherwise have been entitled to recover
- 1.2 Irrevocably and unconditionally jointly and severally (with each other Guarantor) that
 - (a) its guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Obligor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part,
 - (b) if any payment by an Obligor or discharge given by a Finance Party (whether in respect of any Obligor or any security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event
 - (i) the liability of each Obligor shall continue as if the payment, discharge, avoidance or reduction had not occurred, and
 - (ii) each Finance Party shall be entitled to recover the value or amount of that security or payment from each Obligor, as if the payment, discharge, avoidance or reduction had not occurred,
 - (c) its obligations under the Guarantee will not be affected by an act, omission, matter or thing which, but for the provisions of Clause 23 of the Senior Facilities Agreement, would reduce, release or prejudice any of its obligations under the Guarantee (without limitation and whether or not known to it or any Finance Party) including
 - (i) any time, waiver or consent granted to, or composition with, any Obligor or other person,
 - (ii) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group,
 - (iii) the taking, variation, compromise, exchange, renewal, enforcement or release of, or refusal or neglect to perfect, take up or enforce, any rights



against, or Security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security,

- (iv) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person,
 - (v) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case, however fundamental and of whatsoever nature, and whether or not more onerous) or replacement of a Finance Document or any other document or security,
 - (vi) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security, or
 - (vii) any insolvency or similar procedure,
- (d) it waives any right it may have of first requiring any Finance Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Guarantor under such Guarantee. The waiver applies irrespective of any law or any provision of a Finance Document to the contrary
- (e) it will not exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents
- (i) to be indemnified by any other Obligor,
 - (ii) to claim any contribution from any other guarantor of any Obligor's obligations under the Finance Documents, and/or
 - (iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of any Finance Parties under the Finance Documents or of any guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Finance Party
- (f) the guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Finance Party
- 1 3 to give certain representations, warranties, undertakings (including undertakings not to create or permit to subsist any Security over any of its assets and not to sell, lease, transfer, loan or otherwise dispose of any of its assets or enter into an agreement to make any such disposal (in each case, subject to certain exceptions), indemnities to the Finance Parties and agree to pay certain costs, fees and expenses to the Finance Parties
- 1 4 The Senior Facilities Agreement limits the guarantee so that it does not apply to any liability to the extent that it would result in the guarantee constituting unlawful financial assistance within the meaning of section 151 of the Companies Act 1985 and the Accession Letter has limited the guarantee to a guarantee of the Revolving Facility only
- 2 By executing the **Deed of Confirmation** the Subsidiary will agree to remove the limitations on its obligations under the **Senior Facilities Agreement** and the **Accession Letter** described in paragraph 1 4 above such that its obligations in its capacity as a Guarantor thereunder and its obligations under and in respect of the Guarantee shall for all purposes extend to and include Facility B and Facility D (being the indebtedness made available under the Senior Facilities Agreement for the purpose of (i) financing the acquisition of the entire issued share capital of Enterprise and (ii) refinancing certain indebtedness incurred by Enterprise in order to fund its acquisition of the entire issued share capital of ARM Services Group Limited the holding company of the Company (**Holdco**) for the purpose of reducing or discharging a liability incurred for the purpose of the acquisition by Enterprise of the entire issued share capital of Holdco)

- 3 By executing the **Intra-Group Loan Agreement**, the Subsidiary will agree to provide upstream loans to Kirk Newco in order that Kirk Newco may, amongst other things, service its debt obligations under the Senior Facilities Agreement
- 4 By executing the **Debenture** the Subsidiary has, amongst other things, agreed to subject to the limitations set out in paragraph 4 5 below
- 4 1 covenant with the Security Trustee to pay, discharge and satisfy the Secured Obligations in accordance with their respective terms and to indemnify the Finance Parties against any losses, costs, charges, expenses and liabilities arising from any breach or failure to pay, discharge and satisfy the Secured Obligations in accordance with their respective terms,
- 4 2 with full title guarantee as continuing security for the payment of the Secured Obligations
- (a) charge in favour of the Security Trustee by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Subsidiary at the date of the Debenture shall be a charge by way of legal mortgage) each of the following
- (i) the Real Property and all Related Rights,
 - (ii) the Accounts,
 - (iii) book and other debts and monetary claims owing to it and any proceeds of those debts and claims and all Related Rights,
 - (iv) patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests to which it is entitled, whether registered or unregistered, the benefit of all applications and its rights to use such assets and all Related Rights,
 - (v) plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Chargor's stock in trade or work in progress) and all Related Rights,
 - (vi) goodwill and rights and claims in relation to its uncalled share capital,
 - (vii) rights to recover any VAT on any supplies made to it relating to the Charged Assets and any sums so recovered,
 - (viii) the Shares and Related Rights,
 - (ix) stocks, shares, debentures, securities and certificates of deposit, all interests in collective investment schemes and partnerships and all warrants, options and rights to subscribe for any investment whether held by or on behalf of the Chargor and all Related Rights, and
 - (x) each of the assets which are specified in Clause 3 2 (Assignment by way of Security) of the Debenture
- (b) assign in favour of the Security Trustee all the Subsidiary's right, title and interest in and to
- (i) any agreements, contracts, deeds, leases, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting the Chargor in respect of the Real Property,
 - (ii) any Insurance Policies and all proceeds paid or payable thereunder,
 - (iii) the Accounts, and
 - (iv) each of the Specific Contracts

- (c) charge in favour of the Security Trustee by way of first floating charge the whole of the Subsidiary's undertaking and assets, present and future not otherwise effectively charged to the Security Trustee
- 4 3 undertake at its own expense, to take all action and execute all documents as the Security Trustee or a Receiver may reasonably specify for
 - (a) creating, perfecting or protecting the Security intended to be created by the Debenture or any other Transaction Security Document including any Legal Charge over Real Property in England and Wales,
 - (b) facilitating the realisation of any asset subject to the Security created by the Debenture,
 - (c) facilitating the exercise of any rights, powers and remedies exercisable by the Security Trustee, any other Secured Party or any Receiver or any Delegate in respect of any Security Asset or provided by or pursuant to the Finance Documents or by law, or
 - (d) creating and perfecting Security in favour of the Security Trustee or the Secured Parties over any property and assets located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to the Debenture or any other Transaction Security Document
- 4 4 give certain representations, warranties and undertakings in favour of the Security Agent and the Secured Parties
- 4 5 The Debenture limits the Secured Obligations so that they do not include any obligation to the extent that it could result in the Security constituting unlawful financial assistance within the meaning of section 151 of the Companies Act 1985 and accordingly are limited to obligations relating to the Revolving Facility only
- 4 6 The Debenture states that it shall remain in full force and effect notwithstanding any amendments, variations or novations from time to time of the Finance Documents or any assignment, transfer or novation of the rights and obligations of any Lender or the Security Trustee
- 5 By executing the **Deed of Confirmation** the Subsidiary will agree to remove the limitations on its obligations under the **Debenture** described in paragraph 6 4 above such that its obligations in its capacity as a Chargor thereunder shall for all purposes extend to and include Facility B and Facility D (being the indebtedness made available under the Senior Facilities Agreement for the purpose of (i) financing the acquisition of the entire issued share capital of Enterprise and (ii) refinancing certain indebtedness incurred by Enterprise in order to fund its acquisition of the entire issued share capital of Holdco for the purpose of reducing or discharging a liability incurred for the purpose of the acquisition by Enterprise of the entire issued share capital of Holdco)

ARM GROUP LIMITED

(the Company)

Appendices to Form 155(6)b given by the Company in respect of Enterprise Power Services Limited (Company Number. 5360868) (the Subsidiary) (Appendix 5 of 5)

Appendix 5 – Amount of Cash to be Transferred

The amount of cash/value of the assets transferred to the person assisted is nil however cash may become payable under the Intra Group Loan Agreement up to a maximum of £750,000,000



REPORT OF THE INDEPENDENT AUDITOR TO THE DIRECTORS OF ARM GROUP LIMITED ("THE COMPANY") PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985

We report on the attached statutory declaration of the directors dated 2 November 2007, prepared pursuant to the Companies Act, in connection with the proposal that the Company's subsidiary Enterprise Power Services Limited should give financial assistance for the purpose of reducing or discharging a liability incurred for the purpose of the acquisition by Enterprise Limited (formerly known as Enterprise plc) of the entire issued share capital of ARM Services Group Limited, the holding company of the Company

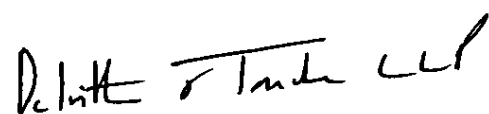
This report is made solely to the directors of the Company for the purpose of section 156(4) of the Companies Act 1985. Our work has been undertaken so that we might state to the directors of the Company those matters that we are required to state to them in an auditors' report under that section and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the Company, for our work, for this report, or for the opinions that we have formed

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 statutory declaration as to any of the matters mentioned in section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances



Deloitte & Touche LLP
Chartered Accountants and Registered Auditors

Date 2 November 2007

Athene Place
66 Shoe Lane
London
EC4A 3BQ