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COMPANIES FORM No. 155(6)a

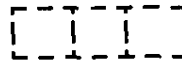
Declaration in relation to
assistance for the acquisition
of shares155(6)a ²

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

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black type, or
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ase read the notes
page 3 before
mpleting this forminsert full name
if companyinsert name(s) and
address(es) of all
the directorsTo the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number



02627406

Name of company

* Dyson Limited

We of James Dyson of Dodington Park, Dodington, Gloucestershire, BS37 6SF
Martin McCourt of 5 Bingham Court, Lewis Lane, Cirencester, Gloucestershire, GL7 1BG
John Shipsey of Andover Lodge, Charlton Park, Malmesbury, Wiltshire, SN16 9DGdelete as
appropriate~~(the sole director)~~ [all the directors] † of the above company do solemnly and sincerely declare that
The business of the company is

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

delete whichever
is inappropriateThe 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 2222 ordinary shares of £1 eachPresentor's name address and
reference (if any)
Wragge & Co LLP
55 Colmore Row
Birmingham
B32ASFor official Use
General Section

TUESDAY



A26

ARH1HXQ4
04/03/2008
COMPANIES HOUSE

285

DX 13036 Birmingham 1

10634407

The assistance is to be given to (note 2) Ingleby (1765) Limited, Company number 06456722, and whose
registered office is at 55 Colmore Row, Birmingham, West Midlands B3 2AS and Dyson James Limited, Company
number 03772814, and whose registered office is at Tetbury Hill, Malmesbury, Wiltshire, SN16 0RP

Please do not
write in this
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Please complete
legibly, preferably
in black type, or
bold block
lettering

The assistance will take the form of

*inter alia, Dyson James Limited
and Ingleby (1765) Limited*

1 Entry by the Company into a guarantee agreement contained within clause 18 of a £300,000,000 credit agreement (the "Credit Agreement") to be entered into between (1) Dyson James Limited, (2) Lloyds TSB Bank plc, the Royal Bank of Scotland plc (the "Banks") and (3) Dyson Technology Limited, Dyson Finance Limited, Dyson International Limited, Ingleby (1765) Limited, the Company, Dyson Exchange Limited, Dyson Estates Limited, Dyson Research Limited, Dyson Inc, Dyson KK and Dyson Technology Inc (the "Subsidiaries") pursuant to which the Company and the other Subsidiaries will guarantee the obligations of each other under the Credit Agreement to the Finance Parties (the "Secured Obligations") The Credit Agreement will fund the acquisition of the shares in the Company and Dyson James Limited's completion of a purchase of its own shares in respect of 499 A4 ordinary shares of 1/4500p each

2 Entry into an intra-group loan agreement (the "Intra-Group Loan Agreement") whereby the Company and the Subsidiaries (each as Lenders) shall be obliged (subject to certain limited exceptions) to advance sums by way of intra-group loan to inter alia Dyson James Limited in a maximum aggregate amount of £500,000,000 in order to enable ~~Dyson James Limited~~ to make payments pursuant to the Credit Agreement

*inter alia, Dyson James Limited and Ingleby (1765) Limited
and Ingleby (1765) Limited*

The person who ~~(has acquired)~~ [will acquire] † the shares is

† delete as
appropriate

Ingleby (1765) Limited

The principal terms on which the assistance will be given are

1 By executing the Credit Agreement the Company, in accordance with clause 18 guarantees to the Finance Parties (as defined in the Credit Agreement) as a continuing guarantee to pay to them on the due date for payment the Secured Obligations and undertakes that as and when the Secured Obligations become due for payment or on such earlier date as the guarantee becomes enforceable and the Finance Parties determine to enforce the same, it shall immediately on demand pay the Secured Obligations as if it were the principal obligor The Company further undertakes to 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

2 Entry into the Intra-Group Loan Agreement pursuant to which the Company and the other Subsidiaries (each as Lenders) shall be obliged (subject to certain limited exceptions) to advance sums by way of Intra-group loan to inter alia Dyson James Limited in a maximum aggregate amount of £500,000,000 in order to enable ~~Dyson James Limited~~ to make payments pursuant to the Credit Agreement

*inter alia,
Dyson James Limited*

and Ingleby (1765) Limited

The amount of cash to be transferred to the person assisted is £ Sums advanced under the Intra-Group Loan Agreement

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 Within 8 weeks of the date hereof

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lete either (a) or
) 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) ~~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 ~~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

Wrotham

Declarants to sign below

on Day Month Year
25 02 2018

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
37 Castle Terrace
Edinburgh
EH1 2EB

The Directors
Dyson Limited
Tetbury Hill
Malmesbury
Wiltshire SN16 0RP

25 February 2008

Dear Sirs

**Report of the Independent Auditor to the directors of Dyson Limited (the "Company")
pursuant to Section 156(4) of the Companies Act 1985**

We report on the attached statutory declaration of the directors dated 25 February 2008, prepared pursuant to the Companies Act 1985, in connection with the proposal that the Company should give financial assistance to Ingleby (1765) Limited and Dyson James Limited in the form of

1 Entry by the Company into a guarantee agreement contained within clause 18 of a £300,000,000 credit agreement (the "Credit Agreement") to be entered into between (1) Dyson James Limited, (2) Lloyds TSB Bank plc, the Royal Bank of Scotland plc (the "Banks") and (3) Dyson Technology Limited, the Company, Dyson International Limited, Ingleby (1765) Limited, Dyson Limited, Dyson Exchange Limited, Dyson Estates Limited, Dyson Research Limited, Dyson Inc, Dyson KK and Dyson Technology Inc (the "Subsidiaries") pursuant to which the Company and the Subsidiaries will guarantee the obligations of inter alia, Dyson James Limited and Ingleby (1765) Limited under the Credit Agreement to the Finance Parties (the "Secured Obligations") The Credit Agreement will fund the acquisition of the shares in the Company and Dyson James Limited's completion of a purchase of its own shares in respect of 499 A4 ordinary shares of 1/4500 pence each

2 Entry into an intra-group loan agreement (the "Intra-Group Loan Agreement") whereby the Company and the other Subsidiaries (each as Lenders) shall be obliged (subject to certain limited exceptions) to advance sums by way of intra-group loan to inter alia Dyson James Limited and Ingleby (1765) Limited in a maximum aggregate amount of £500,000,000 in order to enable inter alia, Dyson James Limited and Ingleby (1765) Limited to make payments pursuant to the Credit Agreement

This report, including the opinion, has been prepared for and only for the Company and the Company's directors in accordance with Section 156 of the Companies Act 1985 and for no other purpose We do not, in giving the opinion set out below, accept or assume responsibility for any other purpose or to any other person to whom this report is shown or into whose hands it may come save where expressly agreed by our prior consent in writing

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

Yours faithfully

A handwritten signature in black ink, which appears to read "PricewaterhouseCoopers LLP", is written over the printed name.

PricewaterhouseCoopers LLP
Chartered Accountants and Registered Auditors