

Declaration in relation to assistance for the acquisition of shares

155(6)a

Please do not
write in this
margin

**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

T T T

03462956

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

Name of company

* ORANGE FABRIC SERVICES LIMITED

* insert full name
of company

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

XWe0 Carolyn Margaret Martin of Gorse Cottage, Churt, Farnham GU10 2PY;
~~David Graham Matthews of Mulberry House, 5 Howards Lane,~~
~~Holybourne, Alton, Hampshire GU34 4HH;~~ Bernard Farrell of 22
Waverley Avenue, Fairview, Dublin 3, Ireland and Martin McMahon
of 83 Kincora Road, Clontarf, Dublin 3, Ireland

Chen
H. Wang.

† delete as appropriate

~~XXXXXXXXXXXX~~ [all the directors]† of the above company do solemnly and sincerely declare that

The business of the company is

5 delete whichever
is inappropriate

is not a recognised bank, licensed institution within the meaning of the Banking Act 1973.

[illegible][illegible]

(c) something other than the above\$

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

~~XXXXXX~~ [company's holding company Orange Environmental Building Services

Limited It

The assistance is for the purpose of [that acquisition] ~~resulting or discharging a liability incurred for the~~

~~XXXXXXXXXXXX~~

The number and class of the shares acquired or to be acquired is 10,000 ordinary shares
of £1.00 each

Presentor's name address and reference (if any)

Bird & Bird
15 Fetter Lane
London
EC4A 1JP

119 London Chancery
BMI/CDH/IREST 0004

For official Use
General Section

THURSDAY



AAIYDVNV

A32

20/12/2007

121

COMPANIES HOUSE

The assistance is to be given to (note 2) Veris UK Limited (05920150)
of 3/F, PINNACLE HOUSE, 23-26 SAINT DUNSTANS HILL, LONDON EC3R 8HN

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 Part A of the attached Schedule

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

† delete as
appropriate

Veris UK Limited

The principal terms on which the assistance will be given are

Please see part B of the attached schedule

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 within 8 weeks

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 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 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 the~~
~~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

Declarants to sign below

121 - 123 Fleet Road

CM Martin

Day Month Year
on

1	9	1	2	2	0	0	7
---	---	---	---	---	---	---	---

before me R. Watson

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

Rachel H Watson
Solicitor
Bates nvh
6/8 Kings Road
Fleet
Hants
GU51 3AE

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

SCHEDULE TO FORM 155(6)a IN RELATION TO ORANGE FABRIC SERVICES LIMITED (the "Company")

This is the document referred to as the "SCHEDULE" in the attached statutory declaration.

Unless the context otherwise requires all terms defined in any Part of this Schedule will have the same meaning when used in each other Part of this Schedule and terms defined in the attached statutory declaration have the same meaning when used herein.

Part A

The assistance will take the form of:

1. The accession by the Company to, and performance by the Company of, its obligations as obligor under a loan facility agreement dated 29 November 2007 (the "**Facility Agreement**") entered into by Veris UK Limited (the "**Acquiror**") (as borrower) and Anglo Irish Bank Corporation plc (the "**Bank**") (as lender) (the "**Facility Agreement**")
2. The accession by the Company to, and performance by the Company of, its obligations under a composite guarantee and indemnity in favour of the Bank in respect and in support of the obligations of the Acquiror under the Facility Agreement (the "**Composite Guarantee**")
3. The execution and delivery by the Company of, and performance by the Company of its obligations under, a debenture (the "**Debenture**") in favour of the Bank in respect and in support of the obligations of the Acquiror under the Facility Agreement.

Part B

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

1. Pursuant to the Facility Agreement, the Company accedes to the Facility Agreement as obligor, and shall guarantee the repayment and payment obligations of the Acquiror contained therein, including the repayment of the principal amount and payment of all interest, fees and other amounts becoming due from time to time thereunder
2. Pursuant to the Composite Guarantee, in consideration of the Bank (at the request of the Acquiror, Veris PLC, and any company that may accede to the Composite Guarantee from time to time (the "**Guarantors**")) making or continuing advances or otherwise giving credit or affording banking facilities to or with the Acquiror and/or Veris PLC (the "**Principals**"), each of the Guarantors as principal obligor and not merely as surety unconditionally and irrevocably covenants to pay and guarantees payment on written demand by the Bank of-

- (a) all and every sum or sums of money whether actual or contingent in whatever currency denominated which are then or

shall at any time (and whether on or after such demand) be due, owing or incurred and payable to the Bank, whether individually or jointly with any other person or persons, anywhere on any account whatsoever from the Principals whether individually or jointly with any other person or persons including the purchase, acceptance, guaranteeing, endorsement or discounting by the Bank of notes or bills issued by the Principals, including, for the avoidance of doubt, all liabilities pursuant to bonds, guarantees or indemnities issued on behalf of, or at the request of, the Principals and all liabilities in respect of foreign exchange transactions, interest rate or currency hedging or other derivative or hedging facilities or agreements, broken funding costs, and other loan credits or advances made to or for the accommodation or at the request either of, the Principals individually or jointly or in any other way whatsoever or the provision by the Bank of leasing facilities or other facilities and all other liabilities whatsoever of the Principals, to the Bank,

- (b) all indemnities and interest (including interest capitalised or rolled up and default interest) as well after as before any demand or judgment to date of payment at such rates and upon such terms as may from time to time be payable by the Principals (or which would have been so payable but for the liquidation or other incapacity of the Principals), and
- (c) all discount and other charges including legal charges occasioned by or incidental to the Composite Guarantee or any other security held by or offered to the Bank for the same indebtedness or by enforcing or obtaining or endeavouring to enforce or obtain payment of all or any such monies and liabilities of the Principals as aforesaid

3 Pursuant to the Debenture, the Company

- (a) covenants that it will pay on demand to the Bank all moneys and discharge all obligations and liabilities now or hereafter due, owing or incurred by it to the Bank when the same become due for payment and/or discharge, whether express or implied, present, future or contingent, joint or several, incurred as principal or surety denominated in whatever currency or incurred on any banking account or in any manner whatsoever and interest (as well after as before judgment) to the date of payment at such rates and upon such terms as may from time to time be payable and all commission, fees and expenses and other charges and all legal and other costs on a full and unqualified indemnity basis;
- (b) with full title guarantee, charges to the Bank as a continuing security for the payment and discharge of the Secured Obligations:

- (i) by way of first legal mortgage, the Properties (if any) specified in Schedule 1 of the Debenture,
- (ii) by way of first legal mortgage, all Properties (other than any Properties specified in Schedule 1 of the Debenture then owned by the Company or in which the Company has an interest,
- (iii) by way of first fixed charge (to the extent not the subject of a legal mortgage by virtue of clauses 3.1(a) or 3.1(b) of the Debenture) all present and future Properties now or from time to time thereafter owned by the Company or in which the Company may have an interest,
- (iv) by way of first fixed charge, the Equipment (if any) specified in Schedule 2 of the Debenture and the benefit of all contracts and warranties relating to the same,
- (v) by way of first fixed charge, all Equipment (other than any property specified in Schedule 2 of the Debenture) then or from time to time thereafter owned by the Company or in which the Company has an interest and the benefit of all contracts and warranties relating to the same,
- (vi) by way of first fixed charge, all Debts then or from time to time thereafter owned by the Company or in which the Company has an interest (whether originally owing to the Company or purchased or otherwise acquired by it),
- (vii) by way of first fixed charge, the proceeds of collection of all Debts;
- (viii) by way of first fixed charge any and all amounts from time to time standing to the credit of all present and future accounts of the Company with any bank, financial institution or other person;
- (ix) by way of first fixed charge, the proceeds of all other sums of money received by the Company, other than those specified in clauses 3.1(f), 3.1(g) or 3.1(h) of the Debenture;
- (x) by way of first fixed charge, the goodwill and uncalled capital of the Company;
- (xi) by way of first fixed charge, all Intellectual Property then or from time to time thereafter owned by the

Company or in which the Company may have an interest, and

(xii) by way of security all its rights and interests in (and claims under) the Material Agreements, and

(c) with full title guarantee, charges to the Bank by way of first floating charge as a continuing security for the payment and discharge of the Secured Obligations its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future including, without limitation, its Inventory, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assigned pursuant to clauses 3.1 (*Fixed charges*) of the Debenture or otherwise pursuant to the Debenture but including (without limitation and whether or not so effectively charged) any of its property and assets situated in Scotland.

For the purposes of this Part B2

"Collateral Instruments" means notes, bills of exchange, certificates of deposit and other negotiable and non-negotiable instruments, guarantees and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing an Encumbrance

"Debts" means book and other debts, revenues and claims, whether actual or contingent, whether arising under contracts or in any other manner whatsoever and all things in action which may give rise to any debt, revenue or claim, together with the full benefit of any Encumbrances, Collateral Instruments and any other rights relating thereto (whether as creditor or beneficiary) including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights, but excluding any assets the subject of clauses 3.1(h) or 3.1(i) of the Debenture.

"Encumbrance" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind securing or preferring any obligation of any person or any other arrangement having the effect of conferring rights of retention or set-off or other disposal rights over an asset (including, without limitation, title transfer and/or retention arrangements having a similar effect) and includes any agreement to create any of the foregoing

"Equipment" means all present and future machinery, equipment, furniture, furnishings, fittings and fixtures and other tangible personal property (other than Inventory)

"Insurances" means all present and future contracts or policies of insurance (including life assurance policies) taken out by the Company or in which the Company from time to time has an interest.

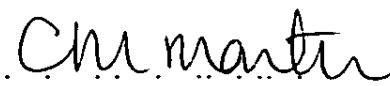
"Intellectual Property " means all patents (including applications for and rights to apply for patents), trade marks and service marks (whether registered or not) and applications for the same, trade names, registered designs, design rights, semi-conductor topography rights, database rights, copyrights, know-how and trade secrets and all other intellectual or intangible property or rights and all licences, agreements and ancillary and connected rights relating to intellectual and intangible property, in each case now or from time to time hereafter owned by the Company, including any renewals, revivals or extensions thereof and wherever in the world subsisting

"Inventory" means inventory, goods and merchandise, wherever located, raw materials, work-in-progress, finished goods, returned goods and materials and supplies of any kind, nature or description used in connection with the Company's business or used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such goods, merchandise and such other specified property, and all documents of title or other documents representing them

"Material Agreements" means those agreements listed in Schedule 4 of the Debenture (if any), and the Insurances

"Property" means freehold and leasehold property wherever situate (other than any heritable property in Scotland), and includes all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and fixtures (including all fixtures and fittings (including trade fixtures and fittings), fixed plant and machinery and other items attached to that property, whether or not constituting a fixture at law) thereon and all rights, easements and privileges appurtenant to, or benefiting, the same, and **"Properties"** means all or any of the same, as the context requires.

"Secured Obligations" means all moneys and all obligations and liabilities now or hereafter due, owing or incurred by the Company to the Bank when the same become due for payment and/or discharge, whether express or implied, present, future or contingent, joint or several, incurred as principal or surety denominated in whatever currency or incurred on any banking account or in any manner whatsoever and interest (as well after as before judgment) to date of payment at such rates and upon such terms as may from time to time be payable and all commission, fees and expenses and other charges and all legal and other costs on a full and unqualified indemnity basis.


Carolyn Martin, Director

.....
~~David Matthews, Director~~

*CHM
R. Watson*

.....
Bernard Farrell, Director

.....
Martin McMahon, Director

.....
All of the above signed before
me, a Commissioner for Oaths /
Notary Public / Justice of the
Peace / a solicitor having the
powers conferred on a
Commissioner for Oaths

R. Watson
.....

Dated 2007

14th December

Rachel H Watson
Solicitor
Bates nvh
6/8 Kings Road
Fleet
Hants
GU51 3AE