



The assistance is to be given to (note 2) Babcock International Group PLC of 2 Cavendish Road, London  
W1G 0PX

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 Rider 2

The person who [has acquired] ~~owns~~ † the shares is

† delete as  
appropriate

Babcock International Group PLC

The principal terms on which the assistance will be given are

Please see attached Rider 3

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 of the date hereof



**ALSTEC LIMITED (Company Number 03975999)**

**Riders for Companies Form 155(6)a**

**RIDER 1**

FRANCO MARTINELLI of Honeyfield, Overstream, Loudwater, Hertfordshire WD3 4LD

MARTIN DENNIS AUSTICK of 59 Chestnut Drive, Stretton Hall Great Glen, Leicester, Leicestershire, LE2 4QX

ARCHIBALD ANDERSON BETHEL of 50 Avondale Avenue, East Kilbride, Strathclyde G74 1NS

ALBERT NORMAN DUNGATE of 15 Priory Gardens, Old Basing, Basingstoke, Hampshire RG24 7DS

KEVIN RICHARD THOMAS of Barleymow Cottage, 37 Mill Street, Kingston Upon Thames, Surrey KT1 2RG

IAIN STUART URQUHART of 135 Court Malaw Crescent, Robroyston, Glasgow, G33 1TD

**RIDER 2**

*The assistance will take the form of*

Accession as an additional guarantor to a facility agreement dated 9 May 2007 (the "**Facility Agreement**") between, among others, Babcock International Group PLC ("**Babcock**"), The Governor and Company of the Bank of Scotland, J P Morgan plc, Lloyds TSB Bank plc and The Royal Bank of Scotland plc by the Company in order to secure, among other things, the obligations of Babcock under the Facility Agreement

**RIDER 3**

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

**1.1 Guarantee and indemnity**

The Company, as an additional guarantor, irrevocably and unconditionally

- (a) guarantees to The Governor and Company of the Bank of Scotland, J P Morgan plc, Lloyds TSB plc and The Royal Bank of Scotland plc and any additional lenders under the Facility Agreement (the "**Finance Parties**" and each a "**Finance Party**"), punctual performance by Babcock of all of Babcock's payment obligations under the Facility Agreement, any fee letter, any transfer certificate, any accession agreement and any other document designated as such by The Royal Bank of Scotland plc (as facility agent) and Babcock (the "**Finance Documents**");
- (b) undertakes with each Finance Party that, whenever Babcock does not pay any amount when due under any Finance Document, the Company must immediately on demand by the facility agent pay that amount as if it were the principal obligor; and
- (c) indemnifies each Finance Party immediately on demand against any 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 loss or liability under the

indemnity will be equal to the amount the Finance Party would otherwise have been entitled to recover

1 2 **Continuing guarantee**

The guarantee is a continuing guarantee and will extend to the ultimate balance of all sums payable by Babcock or any other guarantor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part

1 3 **Set-Off**

A Finance Party may set off any matured obligation owed to it by an Obligor under the Finance Documents (to the extent beneficially owned by that Finance Party) against any obligation (whether or not matured) owned by that Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off

The Directors  
Aistec Limited  
c/o Babcock International Group Plc  
2 Cavendish Square  
London  
W1G 0PX

5 June 2007

Dear Sirs

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

We report on the attached statutory declaration of the directors dated 5 June 2007, prepared pursuant to the Companies Act 1985, in connection with the proposal that the company should give financial assistance for the purchase of 170,146 of the A ordinary shares and 370,000 of the B ordinary shares of the company's holding company, Aistec Group Limited. 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

  
PricewaterhouseCoopers LLP  
Chartered Accountants and Registered Auditors  
London



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† delete as  
appropriate

Babcock International Group PLC

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Please see attached Rider 3

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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)

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

(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)

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

(b) ~~We have formed the opinion that the company will not be able to pay its debts as they fall due during the year immediately following that date]\* (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 Finers Stephens Innocent LLP  
179 Great Portland Street  
London  
W1W 5LS

Declarants to sign below

on 

Day	Month	Year
05	06	2007

  
before me A ELENA IOANNIDES

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 -

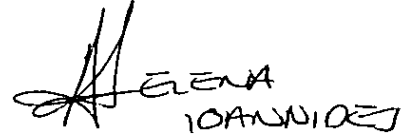
The Registrar of Companies  
Companies House  
Crown Way  
Cardiff  
CF14 3UZ

or, for companies registered in Scotland -

The Registrar of Companies  
37 Castle Terrace  
Edinburgh  
EH1 2EB

**ALSTEC LIMITED (Company Number 03975999)**

**Riders for Companies Form 155(6)a**



**RIDER 1**

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IAIN STUART URQUHART of 135 Court Malaw Crescent, Robroyston, Glasgow, G33 1TD

**RIDER 2**

*The assistance will take the form of*

Accession as an additional guarantor to a facility agreement dated 9 May 2007 (the "**Facility Agreement**") between, among others, Babcock International Group PLC ("**Babcock**"), The Governor and Company of the Bank of Scotland, J P Morgan plc, Lloyds TSB Bank plc and The Royal Bank of Scotland plc by the Company in order to secure, among other things, the obligations of Babcock under the Facility Agreement

**RIDER 3**

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


**1.1 Guarantee and indemnity**

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- (a) guarantees to The Governor and Company of the Bank of Scotland, J P Morgan plc, Lloyds TSB plc and The Royal Bank of Scotland plc and any additional lenders under the Facility Agreement (the "**Finance Parties**" and each a "**Finance Party**"), punctual performance by Babcock of all of Babcock's payment obligations under the Facility Agreement, any fee letter, any transfer certificate, any accession agreement and any other document designated as such by The Royal Bank of Scotland plc (as facility agent) and Babcock (the "**Finance Documents**"),
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indemnity will be equal to the amount the Finance Party would otherwise have been entitled to recover

1 2 **Continuing guarantee**

 ELENA  
IOANNIDES

The guarantee is a continuing guarantee and will extend to the ultimate balance of all sums payable by Babcock or any other guarantor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part

1 3 **Set-Off**

A Finance Party may set off any matured obligation owed to it by an Obligor under the Finance Documents (to the extent beneficially owned by that Finance Party) against any obligation (whether or not matured) owned by that Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off

The Directors  
Alstec Limited  
c/o Babcock International Group Plc  
2 Cavendish Square  
London  
W1G 0PX

5 June 2007

Dear Sirs

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

We report on the attached statutory declaration of the directors dated 5 June 2007, prepared pursuant to the Companies Act 1985, in connection with the proposal that the company should give financial assistance for the purchase of 170,146 of the A ordinary shares and 370,000 of the B ordinary shares of the company's holding company, Alstec Group Limited. 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.

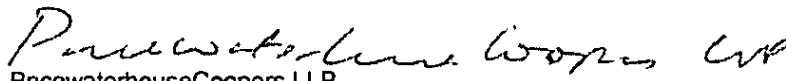
**Basis of opinion**

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



PricewaterhouseCoopers LLP  
Chartered Accountants and Registered Auditors  
London



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The person who [has acquired] ~~1000000~~ † the shares is

† delete as  
appropriate

Babcock International Group PLC

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**ALSTEC LIMITED (Company Number 03975999)**

**Riders for Companies Form 155(6)a**

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MARTIN DENNIS AUSTICK of 59 Chestnut Drive, Stretton Hall Great Glen, Leicester, Leicestershire, LE2 4QX

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indemnity will be equal to the amount the Finance Party would otherwise have been entitled to recover

**1 2 Continuing guarantee**

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The Directors  
Alstec Limited  
c/o Babcock International Group Plc  
2 Cavendish Square  
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5 June 2007

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**Basis of opinion**

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Yours faithfully

  
PricewaterhouseCoopers LLP  
Chartered Accountants and Registered Auditors  
London



COMPANIES FORM No. 155(6)a

Declaration in relation to assistance for the acquisition of shares

155(6)a

CHFP025

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

[ ] [ ] [ ] [ ]

03975999

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

Name of company

\* ALSTEC LIMITED (THE "COMPANY")

- \* insert full name of company
o insert name(s) and address(es) of all the directors

We o Please see attached Rider 1

† delete as appropriate

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

The business of the company is

§ delete whichever is inappropriate

[Redacted business description]

(c) something other than the above §

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

[Redacted] [company's holding company] Alstec Group Limited

The assistance is for the purpose of [Redacted] [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 170,146 A Ordinary Shares and 370,000 B Ordinary Shares

Presenter's name address and reference (if any) Ashurst Broadwalk House 5 Appold Street London EC2A 2HA 639 London City

For official Use General Section A06 11/06/2007 COMPANIES HOUSE 111

The assistance is to be given to (note 2) Babcock International Group PLC of 2 Cavendish Road, London  
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