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COMPANIES FORM No. 155(6)b

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

155(6)b

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write in
this margin

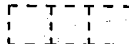
Pursuant to section 155(6) of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number



93338

Name of company

*Insert full name
of company

* HAYS HOLDINGS LTD

Note
Please read the
notes on pages
before completing
this form

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

We † Derrick Charles Frost of Compsett's Cottages, Giffetts Ridge, Waverley, Farnham, Surrey
Ronald Edwin Frost of Shamley, Shamley Green, Guildford
Peter David Thatcher Roberts of Calverley Cottage, Bidborough, Tunbridge Wells, Kent
Graham John Williams of Larchwood, The Ridings, Kingswood, Surrey

§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 this company is:

†Delete whichever
is inappropriate

- ~~(a) that of a [recognised bank] [licensed institution] § within the meaning of the Banking Act 1979†~~
~~(b) that of a person authorised under section 2 or 4 of the Insurance Companies Act 1982 to carry on
insurance business in the United Kingdom†~~
(c) something other than the above†

~~This company is [the] a holding company of~~ Hays Group Ltd, Weyside Seven Ltd, Weyside
One Ltd, Hays Petroleum Services Ltd, Hays Commercial Services Ltd, Data
Express Limited and Crescent Wharves Ltd which ~~are~~ are
proposing to give financial assistance in connection with the acquisition of shares
in [this company] [the holding company of this company] §

~~Weyside One Ltd, Hays Petroleum Services Ltd, Data Express Limited and Crescent Wharves Ltd are hereinafter
together referred to as "the New Charging Subsidiaries". Hays Group Ltd, Weyside Seven Ltd, Hays Commercial
Services Ltd and Data Express Limited are hereinafter together referred to as "the New CAS Guarantors".~~

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

Forsyte Kerman
79 New Cavendish Street
London W1M 8AQ

Ref: G13/05292/0100/A12

For official use
General Section

Post

COMPANIES REGISTRATION
OFFICE
11 AUG 1988
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~~The assistance is for the purpose of that acquisition~~ [reducing or discharging a liability incurred for the purpose of that acquisition].* (note 1)

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The number and class of the shares acquired or to be acquired is: 59,986,713 Ordinary
shares of £1 each fully paid

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

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

The assistance is to be given to: (note 2) Hays Plc, Hays Wharf, Millmead
Guildford, Surrey, GU2 5HJ

Delete either (a) or (b) as appropriate

The assistance will take the form of:

As described in Schedule A attached.

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

Delete as appropriate

Hays Plc, Hays Wharf, Millmead, Guildford, Surrey, GU2 5HJ

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

set out above the Charge containing (inter alia) fixed charges over any and all freehold and leasehold properties and book debts of the Charging Group Companies and a floating charge over the whole of the property undertaking and assets of each Charging Group Company.

~~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
each of the companies which 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 £ N/A

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

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The date on which the assistance is to be given is no later than 29 September 1988

☒ 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)

¹Delete either (a) or (b) as appropriate

(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 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 ☒ 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 Hays House
Malvern Guineford
Summary
the 29th day of July
one thousand nine hundred and eighty-eight
before me Malcolm

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

a Practising Solicitor
MALCOLM ANDREW PAINE
128 High Street
Guineford

Declarants to sign below

R. Zoro
B. Robert
William
D. Fox

*Delete as appropriate

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.

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[Handwritten signatures: R. Frost, B. Roberts, P. Williams, D. Thatcher]
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SCHEDULE A

TO: The Declaration in relation to assistance for the purpose of reducing or discharging liabilities incurred for the purpose of the acquisition of shares made by Derrick Charles Frost, Ronald Edwin Frost, Peter David Thatcher Roberts and Graham John Williams on 29 July 1988

Before me, *[Signature: Malcolm Andrew Paine]*, Solicitor MALCOLM ANDREW PAINE

(1) The New Charging Subsidiaries entering into a Guarantee and Composite Trust Debenture ("the New Secured Guarantee") with Barclays de Zoete Wedd Limited ("the Agent") as Trustee for Barclays Bank Plc and Lloyds Bank Plc ("the Banks") supplemental to a Guarantee and Composite Trust Debenture dated 19 November 1987 (the said Guarantees and Composite Trust Debentures being hereinafter together referred to as "the Charge") to guarantee the payment of:-

(a) all monies due including interest costs and other sums under a Facility Agreement made between the acquiring company the Agent and the Banks on 19 November 1987 and certain overdraft letters issued pursuant thereto under which the Banks agree to advance a maximum principal sum of £175,000,000 by way of a loan facility of £120,000,000 and an overdraft facility of £55,000,000 to the acquiring company and certain of its subsidiaries; and

(b) the obligations thereunder of all the other companies executing the Charge (other than the Banks and the Agent)

the original amount of the loan facility to be repayable by three instalments of £16,000,000 on 31 December 1991, 1992 and 1993 with the outstanding balance repayable on 31 December 1994.

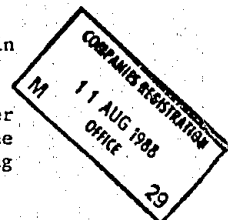
(2) Each of the New CAS Guarantors (other than Hays Group Ltd ("Group")) entering into guarantees ("the New Guarantees") with Barclays Bank Plc ("the Bank") to guarantee the liabilities and obligations of Group to the Bank including inter alia:

(a) the liabilities and obligations of Group under the terms of the Charge under which Group likewise agreed to guarantee:

(i) the payment of the monies referred to in paragraph (1)(a) above; and

(ii) the obligations thereunder of all the other companies executing the Charge (other than the Banks and the Agent) (together "the Charging Group")

and under which all members of the Charging Group likewise agreed to guarantee:



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(aa) the payment of the monies referred to in paragraph (1)(a) above; and

(bb) the obligations thereunder of all the other companies executing the Charge (other than the Banks and the Agent)

(b) the liabilities and obligations of Group under the terms of:

(i) Guarantees in favour of the Bank given by Group in respect of the liabilities and obligations of certain other members of the Charging Group in similar form to the Guarantee the said Guarantees being given in connection with a Composite Accounting Agreement ("the Composite Accounting Agreement") first entered into on 21 November 1984 (and subsequently varied and extended) made between the Bank, Group and certain other of the Company's subsidiaries (Group and the said subsidiaries being hereinafter together referred to as "the Accounting Group") whereby each member of the Accounting Group agrees that in consideration of the Bank making banking facilities available to it or to certain companies in the Accounting Group and in consideration of the Bank agreeing that for the purposes of calculation of interest it is prepared to deduct from the aggregate indebtedness to it on the current accounts of any companies in the Accounting Group the credit balances (if any) on the current accounts of any other companies in the Accounting Group the Bank is authorised to pay and apply any monies standing to the credit of any company within the Accounting Group in or towards repayment of the indebtedness to it of any other company or companies in the Accounting Group; and

(ii) any future such guarantees as are referred to in sub-paragraph (i) of this paragraph (b) above in respect of the liabilities and obligations of other members of the Charging Group entered into by Group (Group being authorised by the other members of the Accounting Group pursuant to the terms of the Composite Accounting Agreement to add further companies to the Accounting Group with the agreement of the Bank); and

(iii) the Composite Accounting Agreement.

(3) Group entering into guarantees ("the New Group Guarantees") with the Bank to guarantee the liabilities and obligations of Hays Commercial Services Ltd ("Hays Commercial") and The Career Care Group Ltd ("Career Care") to the Bank including inter alia:-

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Handwritten signature/initials

(a) the liabilities and obligations of Hays Commercial under the terms of the Charge under which Hays Commercial agreed to guarantee:

(i) the payment of the monies referred to in paragraph (1)(a) above; and

(ii) the obligations thereunder of all the other vendors of the Charging Group.

(b) the liabilities and obligations of Hays Commercial and Career Care under the Composite Accounting Agreement.

All for the purpose (inter alia) of reducing or discharging liabilities incurred for the purpose of the acquisition of the aforementioned shares.

The amounts recoverable under the New Secured Guarantees the new Guarantors and the New Group Guarantees will be unlimited.

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