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COMPANIES FORM No. 155(6)b

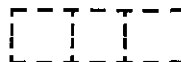
**Declaration by the directors
of a holding company in
relation to assistance for the
acquisition of shares****155(6)b**Please do not
write in this
margin

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



274611

Name of company

* Shopacheck Financial Services Limited

Note
Please read the notes
on page 3 before
completing this form.* insert full name
of company§ insert name(s) and
address(es) of all
the directors

~~/We~~ ☒ John Edward Gordon Cran of Burn Croft, Burn Rd, Huddersfield HD2 2EG, Mark Collins of
9 Wentworth Ave, Whirlowdale Rd, Sheffield S11 9QX, Michael Geoffrey Goulding of 36
Church Rd, Beverley, HU17 7EN, Ian Stanley Halder of 63 Beech View, Driffield, YO25
9QQ, Paul Michael Kirby of 8 Glenview Close, Nab Wood, Shipley, BD18 4AZ, David
William Sutherland of 1 The Drive, Leeds LS16 6BG, Roger John Horrex of 6 Dene Rd,
Cottingham HU16 5JP, Ian Stephen Cummine of 18 Stamford Rd, Oakham, LE15 6JA, Andrew
Roberts of 7 Tong Lane, Bradford, BD4 ORR, Paul Oliver of 30 Heath Rd, Harrow, HA1 4DA
and Sean Patrick Lauritson Mahon of 41 Stumperlowe Crescent Rd, Sheffield S10 3PR

† delete as
appropriate

~~[the sole director]~~ [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:

- ~~(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§

This company is [the] ☒ holding company of* James Hart Limited

("the Company") which is

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

in ~~[this company]~~ [Compass Credit Limited]

the holding company of this company.†

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

Walker Morris
Kings Court
12 King Street
LEEDS
LS1 2HL
DX: 12051 Leeds 24
Our Ref: RRM/MFT

For official Use
General Section

Post room

HLE
COMPANIES HOUSE0029
15/12/00

The assistance is for the purpose of ~~[that acquisition]~~ [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 1

The assistance is to be given to: (note 2) Cattles plc of Kingston House, Centre 27
Business Park, Woodhead Road, Birstall, Batley, West Yorkshire WF17 9TD

The assistance will take the form of:

See Appendix 2

The person who [has acquired] ~~[will acquire]~~† the shares is:
Cattles plc as above

† delete as appropriate

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

See Appendix 3

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 £ Nil

The value of any asset to be transferred to the person assisted is £ Nil

Please do not write in this margin

The date on which the assistance is to be given is Within 8 weeks of the date hereof

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

~~*/~~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) ~~*/~~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) ~~[It is intended to commence the winding up of this company within 12 months of that date and we have formed the opinion that this 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 Cedar Court Hotel
Wakefield

Declarants to sign below

Day Month Year
on

| | | | | | | |
|---|---|---|---|---|---|---|
| 1 | 3 | 1 | 2 | 2 | 0 | 0 |
|---|---|---|---|---|---|---|

before me SEAN BILTON - JPR

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

APPENDIX 1

206,026 deferred shares of 50p each, 100 ordinary shares of 5p each and 900 10% cumulative preference shares of £1 each in Compass Credit Limited.

APPENDIX 2

The assistance will take the form of the entry into by the Company of and the assumption by the Company of obligations under a guarantee of all obligations of Cattles plc, the holding company of the Company, under or in connection with a facility agreement (as described below) and the **Finance Documents** associated with it, to the extent that the facilities made available thereunder may be utilised for the purpose of reducing or discharging liabilities previously incurred for the purpose of the acquisition of shares in the Company's holding company.

The terms on which the said facility agreement is to be made available to Cattles plc and the definition of the term **Finance Documents** are set out in a facility agreement between Cattles plc (1) Bank One N.A. as Arranger (2), the Banks as lenders (3) and Bank One N.A. as Agent (4) (each as defined in the said facility agreement) (the **Loan Agreement**).

APPENDIX 3

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

- 1 The Guarantee is to be executed by the Company and delivered to Bank One N.A. as Agent and to the Banks (as each term is defined in the Loan Agreement) in consideration of the provision by the Banks (as so defined) to Cattles plc, the ultimate holding company of the Company, of a loan facility (the **Loan Facility**) for the general corporate purposes of Cattles plc and its subsidiaries, including the Company, the terms of which are more particularly set out therein.
- 2 Under the terms of the Guarantee the Company irrevocably, unconditionally, jointly and severally:
 - 2.1 as principal obligor guarantees to each Bank (as defined in the Loan Agreement) the prompt performance by Cattles plc of all of its obligations under the Finance Documents (as defined in the Loan Agreement) and payment of all due sums payable by Cattles plc under the Finance Documents (as so defined);
 - 2.2 undertakes with each Bank (as so defined) whenever Cattles plc does not pay any amounts when due under or in connection with any Finance Document (as so defined) that the Company shall forthwith on demand by Bank One N.A. as Agent (as defined in the Loan Agreement) pay that amount as if the Company instead of Cattles plc were expressed to be the principal obligor together with interest on such amount at the rate payable by Cattles plc under the terms of the Loan Agreement from the date such amount becomes due until the date of actual payment by the Company;
 - 2.3 indemnifies each Bank (as so defined) on demand against any loss or liability suffered by it if any obligation guaranteed by the Company is or becomes unenforceable, invalid or illegal.

PricewaterhouseCoopers

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Leeds LS1 4JP
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Direct Phone +44 (0) 113 2894315
Direct Fax +44 (0) 113 2894326

The Directors
Shopacheck Financial Services Limited
Kingston House
Centre 27 Business Park
Woodhead Road
Birstall
Batley
WF17 9TD

13 December 2000

Our ref: sr/srg/catfa001223

Dear Sirs

Auditors' report to the directors of Shopacheck Financial Services Limited pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors of Shopacheck Financial Services Limited ('the Company') dated 13 December 2000 in connection with the proposal that the Company's subsidiary undertaking, James Hart Limited, should give financial assistance for the purchase of the whole of the issued share capital of Compass Credit Limited.

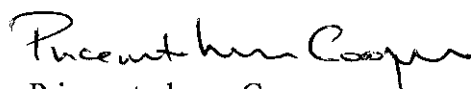
Basis of opinion

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 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
Chartered Accountants and Registered Auditors