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CHFP025

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

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

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

* insert full name of company

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

† delete as appropriate

§ delete whichever is inappropriate

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

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number 00616189

Name of company

* Charterhouse Development Capital Holdings Limited

~~I/We~~ ø Duncan Aldred, Penwood, Penwood End off Pond Road, Hook Heath, Woking, Surrey GU22 0JU together with James Gordon Bonnyman, Coney Brake, Woodland Rise, Sevenoaks, Kent TN15 0HY and Thomas Roland Plant, Marley Lodge, Marley Heights, Haslemere, Surrey GU27 3LU being

~~[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:

~~(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] [a] holding company of* Charterhouse Development Capital Limited which is proposing to give financial assistance in connection with the acquisition of shares in [this company] [~~the holding company of this company~~.]†

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

Dickson Minto W.S.
Royal London House
22-25 Finsbury Square
London
EC2A 1DX
Tel: 020 7628 4455
Ref: C78/63 CDCH3.lfd

For official Use
General Section | Post room

A4URI1I1
A26 0895
COMPANIES HOUSE 14/06/01

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: One Ordinary Share of £1.00

The assistance is to be given to: (note 2) DMWSL 326 Limited (Registered No. 04113306)
85 Watling Street, London EC4M 9BX ("Newco")

The assistance will take the form of:

See Appendix A attached

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

† delete as appropriate

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

See Appendix B attached

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

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

The date on which the assistance is to be given is See Appendix C attached

I/~~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) [I/~~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)

(b) ~~[It is intended to commence the winding-up of this company within 12 months of that date and I/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)

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

And I/~~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 LONDON, UK

Declarants to sign below

Day	Month	Year
on 0 4	0 6	2 0 0 1

before me Lesley Wan

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

Laserform International 12/99

CHARTERHOUSE DEVELOPMENT CAPITAL HOLDINGS LIMITED
(REGISTERED NO.: 00616189)

APPENDICES TO FORM 155(6)b

APPENDIX A

A joint and several facility agreement (the "Facility Agreement") between Newco, The Royal Bank of Scotland plc (the "Bank"), this company, Charterhouse Development Capital Limited, Charterhouse General Partners Limited and Charterhouse General Partners (VI) Limited (together the "Borrowers") whereby the Bank grants a committed revolving credit facility in a maximum aggregate amount of £9,000,000 (the "Facility") to the Borrowers for the purpose of, *inter alia,* satisfying the consideration payable for the acquisition of shares in this company.

A guarantee and indemnity (the "Guarantee and Indemnity") between Newco, this company, Charterhouse Development Capital Limited, Charterhouse General Partners Limited and Charterhouse General Partners (VI) Limited (together the "Guarantors" and each a "Guarantor") by which each Guarantor jointly and severally guarantees all the obligations of the other Guarantors to the Bank and indemnifies the Bank against any non-performance by the other Guarantors of their obligations to the Bank.

A debenture (the "Debenture") in favour of the Bank by which Charterhouse Development Capital Limited covenants to pay all of its liabilities to the Bank including its joint and several liabilities under the Facility Agreement and the Guarantee and Indemnity, and creates fixed and floating charges over all its assets and undertaking.

An upstream intra-group loan agreement (the "Intra Group Loan Agreement") between Newco as borrower and Charterhouse Development Capital Limited, this company, Charterhouse General Partners Limited and Charterhouse General Partners (VI) Limited (the "Lending Group") as lenders by which the Lending Group will make available to Newco advances to be used in, *inter alia,* meeting its payment obligations under the Facility Agreement.

SM.
LW

APPENDIX B

Under the terms of the Facility Agreement, the Bank grants to Charterhouse Development Capital Limited, this company, Charterhouse General Partners Limited and Charterhouse General Partners (VI) Limited jointly and severally, the Facility for the purpose of, *inter alia,* satisfying the consideration payable for the acquisition of shares in this company.

Under the terms of the Guarantee and Indemnity, each Guarantor jointly and severally guarantees all the obligations of the other Guarantors to the Bank and indemnifies the Bank against any non-performance by the other Guarantors of their obligations to the Bank.

Under the terms of the Debenture, Charterhouse Development Capital Limited covenants to pay all of its liabilities to the Bank including its joint and several liabilities under the Facility Agreement and the Guarantee and Indemnity, and as continuing security for those obligations grants to the Bank fixed and floating charges over all of its assets and undertaking together with a right of set off.

Under the Intra-Group Loan Agreement Charterhouse Development Capital Limited, this company, Charterhouse General Partners Limited and Charterhouse General Partners (VI) Limited agree to provide a £75,000,000 revolving credit facility to Newco repayable on 10th June 2005 for the use by Newco to, *inter alia,* discharge obligations under the Facility Agreement. Advances under the Intra-Group Loan Agreement bear interest at the rate that is two per cent above the base rate from time to time of the Bank.

APPENDIX C

4th June 2001 or such date as the Bank may agree in writing.

MA
LW

COMPANIES FORM No. 155(6)b

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

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

† delete as appropriate

§ delete whichever is inappropriate

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

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number 00616189

Name of company

* Charterhouse Development Capital Holdings Limited

~~I~~/We ø James Gordon Bonnyman, Coney Brake, Woodland Rise, Sevenoaks, Kent TN15 0HY and Thomas Roland Plant, Marley Lodge, Marley Heights, Haslemere, Surrey GU27 3LU together with Duncan Aldred, Penwood, Penwood End off Pond Road, Hook Heath, Woking, Surrey GU22 0JU being

[~~the sole director~~] [all the directors]† of the above company (hereinafter called 'this company') do solemnly and sincerely declare that:

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~~(a) that of a [recognised bank] [licensed institution]† within the meaning of the Banking Act 1979§~~

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Ref: C78/63 CDCH5.lfd

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See Appendix A attached

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Newco

† delete as appropriate

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

And ~~I~~/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 10th FLOOR RIVERSIDE YOMIURI BUILDING, 36-2 NIHONBASHI HAZOZAKI-CHO CHUO-KU, TOKYO 103-0015, JAPAN

Declarants to sign below

	Day	Month	Year
on	04	06	2001

before me John Burnett (Solicitor)

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

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EH1 2EB

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CHARTERHOUSE DEVELOPMENT CAPITAL HOLDINGS LIMITED
(REGISTERED NO.: 00616189)

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APPENDIX C

4th June 2001 or such date as the Bank may agree in writing.

KPMG Audit Plc

8th Floor
1 Canada Square
Canary Wharf
London E14 5AG
United Kingdom

Tel +44 (0) 20 7311 1000
Fax +44 (0) 20 7311 5841
Telex 8811541 KPMGLO G
DX 38050 Blackfriars

The Directors
Charterhouse Development Capital Holdings Limited
85 Watling Street
LONDON
EC4M 9BX

Your ref

Our ref mfhh/537

Contact Mike Heath
020 7311 5148

4 June 2001

Dear Sirs

Auditors' report to the directors of Charterhouse Development Capital Holdings Limited pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors dated 4 June 2001 in connection with the proposal that Charterhouse Development Capital Limited, of which this company is a holding company, should give financial assistance for the purchase of this company's ordinary shares. We have enquired into the state of the company's affairs in order to review the bases for the statutory declaration.

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

KPMG Audit Plc

KPMG Audit Plc

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KPMG Audit Plc is registered to carry on audit work by the Institute of Chartered Accountants in England and Wales.

Registered in England No 3110745

Registered office 8 Salisbury Square London EC4Y 8BB