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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

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

1062758

Name of company

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

* PGI SPEARHEAD LIMITED (the "Company")

* insert full name
of company

~~We~~ Please see Rider 1

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

† delete as
appropriate

~~We~~ ~~delete as appropriate~~ 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~~ [a] holding company of* DSEI Limited _____
(Company No. 3569490) (the "Subsidiary") _____ which is
proposing to give financial assistance in connection with the acquisition of shares
in ~~this company~~ Hamsard 2404 Limited (Company No. 3056668) ("Holdco"), the
ultimate holding company of the Subsidiary ~~the holding company of this company~~

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

CMS Cameron McKenna
Mitre House
160 Aldersgate Street
London
EC1A 4DD
135316 BARBICAN 2
RLS/OX4055.01039/20077211.1

For official Use
General Section

Post room



LD3
COMPANIES HOUSE

L2NU56YD

0432
27/12/01

~~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:

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:

Please see Rider 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 £ Rider 4

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

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

X/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) X/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) ~~XXXXXXX intended to commence the winding up of this company within 12 months of that date, and XXXX have formed the opinion that this company will be able to pay its debts as they fall due within 12 months of the commencement of the winding up. (note 3)~~


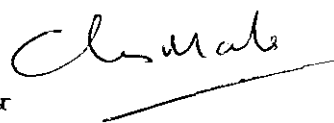
And X/we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at CMS Cameron McKenna
Mitre House
160 Aldersgate Street
London EC1A 4DD

Declarants to sign below

on

Day	Month	Year
15	12	2001

before me J. White JAIN WHITE, LUFFORD CHANCE

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

RIDER 1

PGI Spearhead Limited

(Company No. 1062758)

Form 155(6)(b)

Directors and Addresses

1. Christopher Philip Levelis Marke
7 Elm Tree Avenue
Esher Surrey
KT10 8JG
United Kingdom

2. Robert David Munton
Fallows End
Woodhouse Lane, *Holmbury St*
RM Mary
Dorking
Surrey
RH5 6NN
United Kingdom

RIDER 2

PGI Spearhead Limited

(Company No. 1062758)

Form 155(6)(b)

The Subsidiary is proposing to give financial assistance in connection with the acquisition by CMBM Limited (Company No. 4316350) ("**Newco**") of the entire issued share capital of Hamsard 2404 Limited (previously known as PGI Europe Limited) ("**Holdco**"), being the ultimate holding company of the Subsidiary, pursuant to an acquisition agreement (the "**Sale and Purchase Agreement**") entered into between PGI Acquisition Company E (1) Newco (2) PGI Inc as vendors (3) and the Company (4) and dated 1st December 2001 (the "**Acquisition**").

It is a requirement of the providers of financial facilities and certain of the equity investors in the Company in connection with the Acquisition that the Subsidiary enters into certain finance and security documents. The execution by the Subsidiary may constitute financial assistance by the Subsidiary of those documents listed below under section 151 of the Companies Act 1985 incurred for the purpose of the Acquisition.

1. A credit agreement relating to a senior term loan facility of up to £5,000,000 and ancillary facilities of up to £200,000 (including, in part, an overdraft facility) made between, amongst others, Newco (1), the Company (2) and Barclays Bank plc (the "**Bank**") (3) (the "**Credit Agreement**");
2. A composite guarantee and debenture (the "**Debenture**") to be entered into by:
 - 1.1.1 Newco;
 - 1.1.2 Holdco;
 - 1.1.3 the Company;
 - 1.1.4 the Subsidiary; and
 - 1.1.5 Offshore Europe (Management) Limited,(together the "**Charging Subsidiaries**" and each a "**Charging Subsidiary**") and granted in favour of the Bank.
3. An intra-group funding agreement (the "**Intra-Group Funding Agreement**") to be entered into by Holdco, the Company, the Subsidiary and Offshore Europe (Management) Limited (1) and Newco (2);
4. An intercreditor agreement (the "**Intercreditor Deed**") to be entered into, amongst others, by the Charging Subsidiaries (including the Subsidiary) (1) the Bank (2) and Lloyds TSB Development Capital Limited ("**LDC**") (3);
5. A loan note instrument (the "**Loan Note Instrument**") to be entered into by Newco and the Charging Subsidiaries (including the Company and the Subsidiary) constituting £5,472,000 subordinated floating rate guaranteed unsecured loan

notes in Newco the obligations of Newco thereunder to be guaranteed by, amongst others, the Subsidiary.

RIDER 3

PGI Spearhead Limited

(Company No. 1062758)

Form 155(6)b

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

1. The Credit Agreement

Under the Credit Agreement, the Subsidiary, amongst other things:

- 1.1 agrees to pay and/or reimburse the Bank in connection with certain fees, costs and expenses payable to the Bank or incurred by it under or in connection with the Credit Agreement;
- 1.2 agrees to indemnify the Bank for all amounts which the Bank may certify to be necessary to compensate it for all costs, expenses, liabilities and loss sustained or incurred by it as a result of the occurrence of certain events or circumstances;
- 1.3 agrees that the Bank may at any time whether before or after any demand for payment without notice to the Subsidiary apply any moneys standing to the credit of the Subsidiary or any account in or towards satisfaction of any liabilities of the Borrowers (as defined in the Credit Agreement) under Credit Agreement;
- 1.4 gives certain representations, warranties and undertakings for the purpose of procuring the availability of the loan facilities described in the Credit Agreement.

2. The Debenture

Under the terms of the Debenture, the Subsidiary, inter alia, guarantees the obligations of Newco and the other borrowers under the Credit Agreement to the Bank and creates fixed and floating charges and other security over all its property, assets and undertaking from time to time in order to secure all monies from time to time owing by the Subsidiary to the Bank.

3. The Intra-Group Funding Agreement

Under the terms of the Intra-Group Funding Agreement, the Subsidiary agrees to provide revolving credit facilities to Newco in order that Newco may meet its obligations under the Credit Agreement.

4. The Intercreditor Deed

Under the terms of the Intercreditor Deed, the Subsidiary, amongst others, agrees to the subordination of rights, claims and payments owed to the Junior Creditors (as defined therein) to those rights, claims and certain payments owed to the Bank. The Subsidiary acknowledges those arrangements and gives certain undertakings relating, amongst other things, to the repayment or discharge of certain debt owed by it to such Junior Creditors.

5. The Loan Note Instrument

Under the terms of the Loan Note Instrument, the Subsidiary undertakes to guarantee the obligations of Newco and the payment and discharge of all sums and liabilities owing under the Loan Note Instrument and the Loan Notes to the persons entitled to hold such Loan Notes.

RIDER 4

PGI Spearhead Limited

(Company No. 1062758)

Form 155(6)b

The amount of cash to be transferred to the person assisted is:

Any amounts lent under the document listed at paragraph 3 of Rider 2.

Our ref: RCK/PB/jb

15 December 2001

The Directors
PGI Spearhead Limited
Coombe Hill House
Beverley Way
London
SW20 0AR

Dear Sirs

**AUDITORS' REPORT TO THE DIRECTORS OF PGI SPEARHEAD LIMITED
("THE COMPANY") PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT
1985**

We have examined the attached statutory declaration of the directors of PGI Spearhead Limited dated 15 December 2001 in connection with the proposal that DSEi Limited (the "Subsidiary") should give financial assistance as described in the attached statutory declaration for the purpose of the acquisition of the entire share capital of Hamsard 2404 Limited (formerly known as PGI Europe 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

RSM Robson Rhodes

RSM ROBSON RHODES

Chartered Accountants and Registered Auditors

186 City Road, London EC1V 2NU, Telephone 020-7251 1644, Fax 020-7250 0801, www.rsmi.co.uk

Offices at:
Birmingham, Bristol,
Cambridge, Dublin,
Hemel Hempstead,
Leeds, Manchester

Principal Office:
186 City Road
London EC1V 2NU,
at which a list of
Partners may be
inspected

Registered to carry on
audit work and authorised
to carry on investment
business by the Institute
of Chartered Accountants
in England and Wales



INVESTOR IN PEOPLE

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