

**155 (6)b****G****Declaration by the directors  
of a holding company in  
relation to assistance for the  
acquisition of shares**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 letteringTo the Registrar of Companies  
(Address overleaf - Note 5)

For official use

Company number

1071698

Note  
Please read the  
notes on page 3  
before completing  
this form.\* insert full name  
of companyp insert name(s)  
and address(es)  
of all the  
directors† delete as  
appropriate§ delete whichever  
is inappropriate

Name of company

\* Stat Plus Group Limited ("the Company")

X We d see Appendix 1

[X] ~~XXXXXX~~ [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~~ XXXX  
 (b) ~~that of a person authorised under section 4 of the Insurance Companies Act 1982 to carry on  
 insurance business in the United Kingdom~~ XXXX  
 (c) something other than the above §


This company is ~~[the]~~ [a] holding company of \* Holbrook & Gratton Limited (company  
number 168632) ("the Subsidiary") which is  
 proposing to give financial assistance in connection with the acquisition of shares in [this company]  
 [ ]

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

Pinsent Curtis Biddle  
 1 Gresham Street  
 London EC2V 7BU

Ref: 195/2026077

For official Use  
General SectionA17  
COMPANIES HOUSE0287  
14/03/01

 The assistance is for the purpose of ~~XXXXXX~~ [reducing or discharging a liability incurred for the purpose of that acquisition]. <sup>†</sup> (note 1)

Please do not  
write in this  
margin


The number and class of the shares acquired or to be acquired \_\_\_\_\_  
is: 18,275,998 ordinary shares of 5 pence each

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

The assistance is to be given to: (note 2) OyezStraker Group Limited (company number  
3185023) of Unit 4, 500 Purley Way, Croydon, Surrey CR0 4NZ ("the Purchaser")  
\_\_\_\_\_  
\_\_\_\_\_

The assistance will take the form of:

see Appendix 2

 The person who [has acquired] <sup>and/or</sup> [will acquire] <sup>†</sup> the shares is:  
the Purchaser

<sup>†</sup> 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 complete legibly, preferably in black type, or bold block lettering**

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

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)

(b) ~~It is intended to commence the winding up of the company within 12 months of the date and the date for the option that the company will be able to pay its debts in full within 12 months of the commencement of the winding up of the company.~~

Declaré at **STAT PLUS LIMITED**  
**STAT PLUS HOUSE**  
**GREENLEA PARK**  
**PRINCE GEORGE'S ROAD**  
**SW19 2PU**

Hughes  
Atlas  
Graham Oldroyd  
R

on 06 03 2001

before me

## 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  
DX: 33050  
Cardiff

or, for companies registered in Scotland:-

The Registrar of Companies  
Companies House  
37 Castle Terrace  
Edinburgh  
EH1 2EB  
DX: 235  
Edinburgh

These are the appendices to the declaration in form 155(6)b made by all of the directors of the Company on 6 March 2001

#### Appendix 1

**Philip Lawson**  
Clayton Cottages  
65 High Street  
Godstone  
Surrey  
RH9 8DT

**Andrew Lennard**  
Pheasant Hill House  
Kemble  
Cirencester  
Gloucestershire  
GL7 6AW

**Hugh Sear**  
1 Lynwood Avenue  
Epsom  
Surrey  
KT17 4LQ

**Graham Oldroyd**  
Highgrove  
Southfield Place  
Weybridge  
Surrey  
KT13 0RQ

#### Appendix 2

The assistance will take the form of the execution and delivery by the Subsidiary in favour of The Governor and Company of the Bank of Scotland ("**the Bank**") (in its capacity as Security Agent for the Finance Parties (each as defined in the facilities agreement dated 1 November 2000 between the Purchaser and the Bank (in various capacities) and others ("**the Facilities Agreement**") pursuant to which the Finance Parties have made available a £22,500,000 Term Loan A Facility, an £8,000,000 Term Loan B Facility, a £2,500,000 Bridge Facility, a Payments Account Overdraft and a £3,000,000 Working Capital Facility ("**the Facilities**")) of a composite guarantee and debenture pursuant to which, among other things, the Subsidiary, as a Charging Company (as defined in the Facilities Agreement), will guarantee the present and future obligations and liabilities (whether jointly or severally or in any other capacity) of the Borrowers or any other Group Company (as defined in the Facilities Agreement) to the Finance Parties and grant fixed and floating charges and/or assignments over all of its undertaking and assets in favour of the Bank ("**the Syndicated Debenture**") (as such document may be amended, supplemented or substituted from time to time), and will enter into a deed of accession to the Subordination Deed (as defined in the Facilities Agreement) and a letter addressed to the Agent (as defined in the Facilities Agreement) and each of the Finance Parties confirming the continuing application of the subordination arrangements to the Subsidiary.

The Facilities are available to the Purchaser in order to assist in funding its acquisition of the entire issued share capital of the Company, a holding company of the Subsidiary, and to refinance existing indebtedness of the Purchaser and its subsidiaries (which will be secured by the Subsidiary's execution of the Syndicated Debenture).

### Appendix 3

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

The Syndicated Debenture is to be executed and delivered by the Subsidiary, the Purchaser and certain other subsidiaries of the Purchaser (together "**the Charging Companies**") to the Bank in consideration of the provision by the Finance Parties of loan, overdraft and other banking facilities (the "**Facilities**") made available by the Finance Parties to the Purchaser for the purpose of the acquisition of the shares in the Company, the refinancing of indebtedness incurred by the Purchaser and certain of its subsidiaries and working capital requirements of the Group and in accordance with a covenant given to the Bank by the Purchaser under the Facilities Agreement.

Under the terms of the Syndicated Debenture:

- (i) each of the Charging Companies covenants that it will on demand pay or discharge to the Bank all money and liabilities due, owing or incurred to the Beneficiaries (as defined in the Syndicated Debenture) by such Charging Company under or pursuant to the Senior Finance Documents (as defined in the Syndicated Debenture);
- (ii) each of the Charging Companies covenants and guarantees that it will on demand pay or discharge to the Bank all money and liabilities due, owing or incurred to each Beneficiary by each other Company (as defined in the Syndicated Debenture) (except for sums owed by such Company in its capacity as a Guarantor (as defined in the Syndicated Debenture) for the Charging Company giving that covenant) under or pursuant to the Senior Finance Documents (as defined in the Syndicated Debenture);
- (iii) each of the Charging Companies will create fixed and floating charges over the whole and any part of its assets and undertaking, and will assign various rights and claims, to secure all the liabilities of the Charging Companies to the Beneficiaries under or pursuant to the Senior Finance Documents (as more fully described in the Syndicated Debenture);
- (iv) in particular (but without prejudice to the generality of the foregoing) clause 4.1 of the Syndicated Debenture provides that each of the Charging Companies will execute and deliver such documents and transfers and give such instructions and perform such other acts as the Bank may require to

constitute or perfect a charge or pledge over Securities (as defined in the Syndicated Debenture);

- (v) each of the Charging Companies will on demand by the Bank execute and deliver to the Bank a charge or mortgage, as appropriate, over any interest in land, intellectual property, receivables, securities, chattels or other assets belonging to that Charging Company, and such other documents as the Bank may reasonably require in connection with the security given by that Charging Company.

A deed of accession to the Subordination Deed (as defined in the Facilities Agreement) is to be executed and delivered by the Subsidiary to the Bank. Pursuant to the deed of accession, the Subsidiary will agree to be bound by the terms of the Subordination Deed which regulates (inter alia) the ability of the Purchaser and its subsidiaries to make payments to the Bank (and its transferees) and certain other creditors of the Purchaser and its subsidiaries.

A letter to the Bank (as Agent) is to be executed by the Subsidiary. Pursuant to that letter, the Subsidiary will confirm that the subordination arrangements set out in the Subordination Deed continue to apply in respect of the facilities provided under the Facilities Agreement and notwithstanding any transfer by the Bank of its commitments under the Facilities Agreement.

6 March 2001

Arthur Andersen  
17 Lansdowne Road  
Croydon  
CR9 2PL  
Tel 020 8688 1281  
Fax 020 8666 9064

**Auditors' report to the directors of Stat Plus Group Limited pursuant to section 156(4) of the Companies Act 1985.**

We have examined the attached statutory declaration of the directors dated 6 March 2001 in connection with the proposal that the company's subsidiary Holbrook and Gration Limited should give financial assistance for the purchase of 18,275,998 of the company's ordinary 5 pence shares.

**Respective responsibilities of directors and auditors**

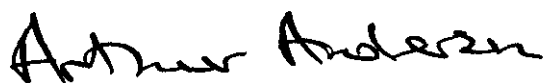
The company's directors are responsible for the statutory declaration in accordance with applicable United Kingdom law. It is our responsibility as established in the United Kingdom by statute, the Auditing Practices Board and our profession's ethical guidance to review the bases for the declaration, based on our enquiries into the state of the company's affairs, and to provide a report to the directors.

**Basis of opinion**

We have enquired into the state of the company's affairs so far as necessary for us 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.



Arthur Andersen  
Chartered Accountants

