

CHFP004

COMPANIES FORM No. 155(6)a
Declaration in relation to
assistance for the acquisition
of shares.

155 (6)a

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

1071698

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

Name of company

* Stat Plus Group Limited ("the Company")

* insert full name of company

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

~~XWe~~^o see Appendix 1

† delete as appropriate

~~The sole director~~ [all the directors] [†]of the above company do solemnly and sincerely declare that:
The business of the company is:

§ delete whichever
is inappropriate

(b) that a recognised bank or licensed institution, within the meaning of the Banking Act 1981, or
(c) that a person authorised under section 104 of the Insurance Companies Act 1981 to carry on
insurance business in the United Kingdom.

(c) something other than the above \$

The company is proposing to give financial assistance in connection with the acquisition of shares in the [company] [XXXXXXXXXXXXXXXXXXXX]

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

The assistance is for the purpose of ~~XXXXXX~~ [reducing or discharging a liability incurred for the purpose of that acquisition].[†]

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

Presenter's name address and
reference (if any):
Pinsent Curtis Biddle
1 Gresham Street
London EC2V 7BU

Ref: 195/2021966

For official Use
General Section



A17
COMPANIES HOUSE

0292
14/03/01

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")

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:

see Appendix 2

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

[†] delete as
appropriate

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

see Appendix 3

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

The date on which the assistance is to be given is within 8 weeks of today's date

Please do not
write in this
margin

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 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)

(a) ~~X~~/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~~
~~that 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) XXXX~~

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

Declarants to sign below

Day Month Year
on **06 03 2001**

before me

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

Hugh Jan
Adrian
Gillian Obbard

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)a 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 Company 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 Company, 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 Company.

The Facilities are available to the Purchaser in order to assist in funding its acquisition of the entire issued share capital of the Company and to refinance existing indebtedness of the Purchaser and its subsidiaries (which will be secured by the Company'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 Company, 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 Company to the Bank. Pursuant to the deed of accession, the Company 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 Company. Pursuant to that letter, the Company 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.



ARTHUR ANDERSEN

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 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

6 March 2001.