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COMPANIES FORM No. 155(6)a

Declaration in relation to assistance for the acquisition of shares

155(6)a

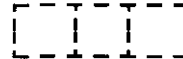
Pursuant to section 155(6) of the Companies Act 1985

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



1242543

Note

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

Name of company

* TBI (Bristol) Limited

* insert full name
of company

x/We Ian Malcolm Livingstone of 40 New Bond Street, London W1Y 5HB

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

and

Geoffrey Anthony Springer of The Lodge, Fitzroy Park, Highgate,
London N6 6HT

† 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

~~(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§

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

~~company~~ [company's holding company TBI (Cardiff)

Limited]†

The assistance is for the purpose of [that acquisition] [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: 900,000 Ordinary Shares
of £1.00 each

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

Lawrence Graham
190 Strand
London
WC2R 1JN
MXF/DXS/984829
DX:39 LONDON, Chancery Lane

For official Use
General Section



The assistance is to be given to: (note 2) London & Regional Investments Limited
St Alphage House, 4th Floor, 2 Fore Street, London EC2Y 5DH

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

The assistance will take the form of:

as set out in Appendix 1 to this form

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

† delete as
appropriate

London & Regional Investments Limited

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

as set out in Appendix 2 to this form

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 the date hereof 19

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

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

~~1/~~ 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) ~~1/~~ 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 1/ 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)

And ~~1/~~ 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 40 New Bond Street
LONDON W1Y 9HB

Declarants to sign below

the 7th day of July
one thousand nine hundred and ninety nine

before me DAVID ANTHONY BIRCHALL

A ~~Commissioner for Oaths or Notary Public or Justice of~~

~~the Peace or~~ a Solicitor having the powers conferred on

a Commissioner for Oaths.

David Birchall, Solicitor, Hamlyn, Rorburgh House
287 Regent Street, London W1A 4SQ

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
CF4 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

APPENDIX 1 TO FORM 155(6)a

1. Execution and delivery by the Company of a Debenture (the “Morgan Stanley Debenture”) in favour of Morgan Stanley Capital Mortgage Inc (“Morgan Stanley”), incorporating, inter alia,
 - (a) Charge over the properties detailed in the attached Schedule;
 - (b) Charge over the proceeds of sale of any of the properties detailed in Schedule 1 and the rental income from the properties as detailed in Schedule.
2. Provision of loans to London & Regional Investments Limited (“London & Regional”) from those monies charged as detailed in paragraph 1(b) above to enable it to meet its obligations to Morgan Stanley.
3. Execution and delivery by the Company of a Debenture (“the TBI Debenture”) in favour of TBI plc, incorporating, inter alia,
 - (a) Charge over those of the properties detailed in the attached Schedule;
 - (b) Charge over the proceeds of sale of any of its properties and the rental income as detailed in the attached Schedule.
4. Provision of loans to London & Regional from those monies charged as detailed in paragraph 1(b) above to enable it to meet its obligations to TBI plc, notwithstanding, that the obligations of London & Regional to TBI plc are subordinated to the obligations of London & Regional to Morgan Stanley.

SCHEDULE

TBI (BRISTOL) LIMITED

Number	Property	Rental Income £
59	Wilder Street, Bristol	33,662

APPENDIX 2 TO FORM 155(6)A

In this appendix the term "Company" means TBI (Bristol) Limited. The principal terms on which the assistance will be given are that:

1. Under the terms of the Morgan Stanley Debenture and the TBI Debenture (the "**Debentures**"), the Company covenants to pay or discharge on demand all present and future obligations and liabilities whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever of London & Regional Investments Limited and/or the Company to all or any of the Secured Parties (as defined in the Debentures) from time to time under each Finance Document (as defined in the Debentures), together with interest, costs, charges and expenses and as continuing security for the payment and discharge of such obligations and liabilities with full title guarantee charges to Morgan Stanley Mortgage Capital Inc. ("Morgan Stanley") and TBI plc respectively:
 - 1.1 by way of first legal mortgage (in respect of the Morgan Stanley Debenture) and by way of legal charge (in respect of the TBI Debenture) all the freehold and leasehold property referred to in the fourth schedule to the Debentures and all other estates or interests in any freehold or leasehold property at the date of the Debentures or at any time during the continuance of the security created by the relevant Debenture belonging to it;
 - 1.2 by way of first fixed charge (in respect of the Morgan Stanley Debenture) and by way of fixed charge (in respect of the TBI Debenture):
 - 1.2.1 all estates or interests in any freehold and leasehold property at the date of the Debentures and at any time during the continuance of the security created by the relevant Debenture belonging to the Company but excluding the property charged by clause 1.1 above;
 - 1.2.2 all plant and machinery owned by the Company and its interest in any plant or machinery in its possession;

- 1.2.3 all moneys standing to the credit of any account with any person and the debts represented by them;
- 1.2.4 all benefits in respect of all contracts and policies of insurance taken out by or on behalf of the Company or (to the extent of its interest) in which the Company has an interest and all claims and returns of premiums in respect of them;
- 1.2.5 all of the Company's book and other debts, the proceeds of the same and all other moneys due and owing to the Company and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing;
- 1.2.6 its goodwill;
- 1.2.7 the benefit of all licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any asset of the Company the subject of any security created by the Debentures specified in Clause 1.1 or any other sub-paragraph of this Clause 1.2 and the right to recover and receive all compensation which may be payable to it in respect of them;
- 1.2.8 its uncalled capital;
- 1.2.9 its rights under any appointment of a managing agent of the property described in the fourth schedule to the Debentures; and
- 1.2.10 its rights under the agreement or agreements relating to the purchase of the property described in the fourth schedule to the Debentures by the Company,

where a reference to a charge or mortgage of any freehold or leasehold property includes:-

- (a) all buildings and fixtures on that property;
- (b) the proceeds of sale of any part of that property; and

- (c) the benefit of any covenants for title given or entered into by any predecessor in title of the Company in respect of that property or any moneys paid or payable in respect of those covenants.

- 1.3 by way of a first floating charge (in respect of the Morgan Stanley Debenture) and by way of floating charge (in respect of the TBI Debenture) all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage or charge or assignment under the Debentures.
- 2. The security constituted by the Debentures shall be in addition to and independent of any other security which the Secured Parties may at any time hold over all or any part of the assets of the Company in respect of all or any part of the obligations and liabilities covenanted to be paid and no such prior security held by the Secured Parties shall merge in the security created by the Debentures.

AUDITORS' REPORT TO THE DIRECTORS OF TBI (BRISTOL) LIMITED
PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985

We have examined the attached statutory declaration of the directors dated 7 July 1999 in connection with the proposal that the company should give financial assistance in the form of providing a guarantee at group level on funds previously used for the purchase of the company's shares.

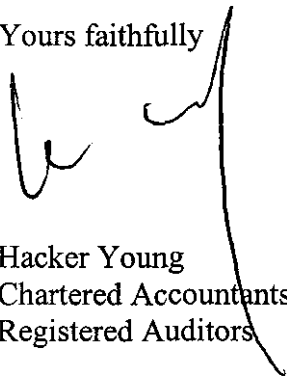
Basis of opinion

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


Hacker Young
Chartered Accountants
Registered Auditors

7 July 1999

168 Church Road
Hove
East Sussex
BN3 2DL