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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

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

*Insert full name
of company

†Insert name(s) and
address(es) of all
the directors

§Delete as
appropriate

‡Delete whichever
is inappropriate

To the Registrar of Companies

For official use

Company number

1111

01323205

Name of company

* Servelec Limited (the "Company")

I/We† the person whose name and address is set out in appendix 1 to this
form being together with Messrs Gilby, Stubbs and Bunbury, whose
details appear on a separate form,

(the sole director) [all the directors]§ of the above company do solemnly and sincerely declare that:

The business of the 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 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 holding company) ~~limited~~†

The assistance is for the purpose of ~~(that acquisition)~~ (reducing or discharging a liability incurred for the
purpose of that acquisition).§

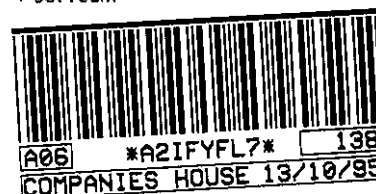
The number and class of the shares acquired or to be acquired is: set out in appendix 2 to
this form

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

Hammond Suddards
2 Park Lane
Leeds
LS3 1ES
155aser.1fd
SJD/JPM

For official use
General Section

Post room



The assistance is to be given to: (note 2) set out in appendix 3 to this form

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legibly, preferably
in black type, or
bold black
lettering

The assistance will take the form of:

set out in appendix 4 to this form

The person who [has acquired] ~~(acquired)~~* the shares is:

*Delete as
appropriate

Schemepark Limited (registered number 3098411) of Rotherside Road,
Eckington, Sheffield, South Yorkshire S31 9HL

The principal terms on which assistance will be given are:

set out in appendix 5 to this form

amount of cash to be transferred to the person assisted is £ £11,500,000

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 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

I/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) I/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) ~~I/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, and I/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 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 SAIF BIN GHOBASH BUILDING
PO Box 46904 Zayed II Street
ABU DHABI UNITED ARAB EMIRATES
the Ninth day of October
One thousand nine hundred and ninety five
U.S.
before me ANTHONY LESLIE GWYN TREW

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

Declarants to sign below

R. A. Smith
R. A. SMITH.

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.

APPENDIX I

Robert Alan Smith

~~4 Park Way
Pool in Wharfedale
Otley
West Yorkshire
LS21 1LD~~

18 HIGH HOUSE MEWS
ADDINGHAM
ILKLEY
WEST YORKSHIRE.
LS29 0SJ.



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Document 2

SERVELEC LIMITED FORM 155(6)a

APPENDIX 2

SERVELEC LIMITED 180,900 ordinary shares of £1 each and 30,000 5% preference shares of £1 each.

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SERVELEC LIMITED FORM 155(6)A

APPENDIX 3

Schemepark Limited (03098411) whose registered office is at Rotherside Road, Eckington, Sheffield, South Yorkshire, S31 9HL;

3i Group plc whose registered office is at 91 Waterloo Road, London, SE1 8XP; and

Portals Group plc whose registered office is at Mill House, Laverstoke, Whitchurch, Hampshire;

3i Group plc and Portals Group plc being the Investors as defined in an investment agreement of even date made between Schemepark Limited (1) the Promoters (as defined in the investment agreement) (2) 3i plc (3) 3i Group plc (4) and Portals Group plc (5) the "Investment Agreement").

SERVELEC LIMITED FORM 155(6)11

APPENDIX 4

The execution of (or, if the company is not a party, the undertaking of liabilities in respect of) the following as the same may be amended varied supplemented or substituted from time:

1. a multi option facility letter (the "Multi Option Facility Letter") relating to £2,000,000 of overdraft and additional ancillary facilities between the Borrowers (as therein defined) (1) and the Governor and Company of the Bank of Scotland (the "Bank") (2);
2. a corporate guarantee (the "Guarantee") to be granted to the Bank by various companies including the Company guaranteeing liabilities of Schemepark Limited and certain of its subsidiaries from time to time to the Bank including liabilities assumed for the purpose of funding the acquisition of shares referred to in this form;
3. a debenture (the "Bank Debenture") to be granted to the Bank by the Company securing the obligations of the Company to the Bank including under the Guarantee;
4. any deed of assignment (the "Assignment") of keyman policies to be granted to the Bank by the Company;
5. *the obligation to be accepted by the Company by its acceptance of the Multi Option Facility Letter to enter into*
any specific counter indemnities and general counter indemnities to be granted by the Company in favour of the Bank from time to time in respect of engagements entered into by the Bank pursuant to the Multi Option Facility Letter (the "Counter Indemnities");
6. a collateral debenture (the "3i Debenture") to be granted by the company to 3i plc as agent and trustee for the Investors (as defined in the Investment Agreement) securing the obligations of the Company to 3i plc and the Investors;
7. a loan agreement (the "Loan Agreement") pursuant to which Servelec Limited will lend money to Schemepark Limited;

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a support agreement (the "Support Agreement") of even date to be entered into between Schemepark Limited (1) Servelec Limited ^{and} Seprol Limited ~~and Portals Computer Technology Limited~~ (2) and 3i plc (as agent and trustee for the investors) (3); and

the undertaking of liabilities in respect of:-

9. the Investment Agreement; and

10. an unsecured interest free loan to be made by Servelec Limited to enable Seprol Limited to discharge certain liabilities owing to Portals Group plc.

Documents 2,3,4 and 5 are hereinafter referred to as the "Bank Security".

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SERVELEC LIMITED FORM 155(6)a

APPENDIX 5

1. It is a condition precedent of the provision of facilities by the Bank under or in respect of the Multi Option Facility Letter ^{and the Revolving Facility Agreement} that the Company executes and delivers to the Bank the Bank Security.
2. It is a condition of the provision of loans to Schemepark Limited by the Investors that the Company executes and delivers to Ji (as Security Trustee) the Ji Debenture.
3. Under the terms of the Guarantee the Company, inter alia, guarantees to the Bank the performance of the obligations of Schemepark Limited and any of its subsidiaries from time to time owing at any time to the Bank. The obligations include obligations if any under the following:-
 - 3.1 a revolving credit facility agreement (the "Revolving Facility Agreement") for revolving credit facilities totalling £1,000,000 between the Borrower (as defined therein) and the Bank;
 - 3.2 the Multi Option Facility Letter;
 - 3.3 a fees letter between Schemepark Limited and the Bank (the "Fees Letter");
 - 3.4 the Counter Indemnities;
 - 3.5 the Investment Agreement; and
 - 3.6 the Loan Agreement.
4. Under the terms of the Bank Debenture and the Ji Debenture, the Company charges all of its assets and undertaking and under the terms of the Assignment the Company assigns certain insurance policies, in each case as security for the payment and discharge

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of all moneys, liabilities and obligations owing at any time to the Bank and the Investors (as the case may be) including the obligations in respect of the Guarantee and the guarantee contained in the 3i Debenture. These include obligations of Schemepark Limited under the Investment Agreement to the Vendors (as therein defined).

5. If it executes the Revolving Facility Agreement or the Fees Letter then under the terms thereof the Company agrees to pay sums which may include sums in respect of the costs associated with the acquisition of its shares by Schemepark Limited.
6. Under the terms of the Counter Indemnities the Company agrees to keep the Bank indemnified in respect of liabilities incurred by the Bank on behalf of the Company pursuant to the utilisation by the Company or Schemepark Limited or any subsidiary of Schemepark Limited under the Multi Option Facility Letter.
7. Under the terms of the Loan Agreement Servelec Limited agrees to lend sums to Schemepark Limited, such sums to be used (inter alia) to pay fees incurred in connection with the acquisition of shares in the Company.
8. Under the terms of the unsecured interest free loan to be made to Seprol Limited, Servelec Limited agrees to lend sums to Seprol Limited to be used to discharge liabilities which Seprol Limited has to Portals Group plc which will be repaid in connection with the acquisition of shares in the Company.
9. Under the terms of the Support Agreement, the Company agrees to assist Schemepark Limited in the payment of dividends and interest to and redemption of shares held by the Investors, the execution of that agreement being a condition to the Investors advancing funds to Schemepark Limited to assist in the acquisition of shares in the Company.

15.

Touche Ross



The Directors
Servelec Limited
Rotherside Road
Eckington
Sheffield
S31 9HL

Chartered Accountants

Touche Ross & Co.
10-12 East Parade
Leeds LS1 2AJ

Telephone: National 0113 243 9021
International + 44 113 243 9021
Fax: 0113 244 5580
DX 26423

Our Ref: TCRH/NDF

Dear Sirs

Auditors' Report to the Directors of Servelec Limited ("the company") Pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors dated 9th October 1995 in connection with the proposal that the company should give financial assistance for the purchase of 1,809,000 of the company's ordinary shares and 30,000 of the company's non-cumulative preference 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 is unreasonable in all the circumstances.

Yours faithfully

Touche Ross & Co.
Chartered Accountants and Registered Auditors

Dated: 9 October 1995

**Deloitte Touche
Tohmatsu
International**

Aberdeen, Bath, Belfast, Birmingham, Bournemouth, Bracknell, Bristol, Cambridge, Cardiff, Crawley, Dartford, Edinburgh, Glasgow, Leeds, Leicester, Liverpool, London, Manchester, Milton Keynes, Newcastle upon Tyne, Nottingham and Southampton.

Principal place of business at which a list of partners' names is available:
Stonecutter Court, 1 Stonecutter Street, London EC4A 4TR.

Authorised by the Institute of Chartered Accountants in England and Wales to carry on investment business.