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Please do not
write in this
margin**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 letteringTo the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

[] [] [] []

01332249

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

Name of company

* Tunstall Telecom Limited (the "Company")

* insert full name
of company* We ☒ See Schedule 1 attached* insert name(s) and
address(es) of all
the directors† delete as
appropriate

(† delete as appropriate) I, the directors of the above company do solemnly and sincerely declare that:

The business of the company is:

‡ delete whichever
is inappropriate

(† delete as appropriate) (a) the company is a recognised bank (within the meaning of the Banking Act 1979)

(b) the company is a person authorised under section 6 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 Blythmore Limited (company number 03744285))

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: See Schedule 2 attached

Presenter's name address and
reference (if any):Lovell White Durrant
65 Holborn Viaduct
London
EC1A 2DY
A7/AJF/MJC/656863
DX 57 London, Chancery Lane
A7/GOC/MED/AJF/18433.05824For official Use
General Section

Post room

KLO *KWAYWLJO* 369
COMPANIES HOUSE 18/11/99

The assistance is to be given to: (note 2) Tunstall Holdings Limited
(company number 03846307) (the "Purchaser") whose registered office is situate
at 21 Holborn Viaduct, London EC1A 2DY

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bold black
lettering

The assistance will take the form of:

See Schedule 3 attached

The person who ~~has acquired~~ (will acquire) the shares is:

† delete as
appropriate

The Purchaser

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

See Schedule 4 attached

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 See Schedule 5 attached 10

Page 2

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bold block lettering

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

*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) ~~*/~~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 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 ~~*/~~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 Whitley Lodge
Whitley Bridge Yorkshire
DN14 0HR

Declarants to sign below

the 11 day of November
one thousand nine hundred and nine

before me Charlie Chambers
Dibb Lupton Alsop Leeds
A Commissioner for Oaths or Notary Public or Justice of
the Peace or a Solicitor having the powers conferred on
a Commissioner for Oaths.


Charlie Chambers

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 15(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

SCHEDULES**Financial Assistance Declaration****Section 155(6)a**

This is the document "Schedule 1", "Schedule 2", "Schedule 3", "Schedule 4" and "Schedule 5" referred to in the attached statutory declaration.


SCHEDULE 1**Names and Addresses of all Directors**

Stuart Elsworthy of Woodnorton Farm House, Woodnorton, near Evesham, Worcestershire WR11 4TE;
and Kevin James Alderson of Kingswood, Chestnut Avenue, Boston Spa, North Yorkshire LS23 6EE.

SCHEDULE 2**Number and Class of Shares Acquired**

1,800,000 A Ordinary Shares, 150,000 B Ordinary Shares and 50,000 C Ordinary Shares in the capital of Blythmore Limited (company number 3744285).

SCHEDULE 3**Form of Financial Assistance**

1.  Under a facilities agreement (the "Senior Facilities Agreement") to be made between the Purchaser (as Parent, Original Borrower and Original Guarantor), Barclays Capital (as Arranger), Barclays Bank PLC (as Agent and Security Trustee) and others there is provision for an acquisition facility of £40,000,000 and a working capital facility of £15,000,000 (the "Senior Acquisition Facilities") to the Purchaser. The Purchaser will use such facility to assist in funding its acquisition of the entire issued share capital of Blythmore Limited (which will be secured by the Company's execution of the Guarantees and Debenture referred below). The Purchaser and/or the Company and/or the other borrowers which accede (by executing a Borrower Accession Memorandum (as defined in the Senior Facilities Agreement)) to the Senior Facilities Agreement may also use the proceeds of the working capital facilities to assist in the payment of the costs and expenses related to the acquisition of Blythmore Limited. By acceding to the Senior Facilities Agreement, the Company will also give certain representations and warranties, covenants and indemnities to Barclays Capital (as Arranger), Barclays Bank PLC (as Agent and Security Trustee) and others to enable them to make available the facilities under the Senior Facilities Agreement.

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2. Under a facilities agreement (the "**Mezzanine Facilities Agreement**") to be made between the Purchaser, Barclays Capital (as Arranger), Barclays Bank PLC (as Agent and Security Trustee) and others there is provision for an acquisition facility of £15,000,000 (the "**Mezzanine Acquisition Facilities**") to the Purchaser. The Purchaser will use such facilities to assist in funding its acquisition of the entire issued share capital of the Company (which will be secured by the Company's execution of the Guarantees and Debenture referred below).

(The Senior Facilities Agreement and the Mezzanine Facilities Agreement together the "**Facilities Agreements**" and the Senior Acquisition Facilities and the Mezzanine Acquisition Facilities together the "**Facilities**")

3. The entry by the Company into guarantees (the "**Guarantees**") contained in the Facilities Agreements to guarantee the due and punctual observance and performance of all the terms, conditions and covenants on the part of each of the Co-Obligors (as defined below) by executing guarantor accession memoranda to the Facilities Agreements (the "**Guarantor Accession Memoranda**").
4. The entry by the Company into a debenture (the "**Debenture**") in form similar to that which are also to be entered into by Tunstall Group Limited, Tunstall Electronics Limited, Tunstall Lifeline Limited, Tunstall Telecom Limited, Tunstall International Limited, Tunstall Central Services Limited, Whitley Marketing Services Limited, Tunstall Health Communications Limited, Tunstall BMS Limited and Tunstall Vitalcall Limited (together the "**Subsidiaries**") and the Purchaser (the Purchaser and the Subsidiaries together being "**the Co-Obligors**") to charge the whole of its property, assets and undertaking to Barclays Bank PLC (the "**Security Trustee**") as trustee for the finance parties under the Facilities Agreements to secure the liabilities of the Company and the Co-Obligors under the Finance Documents (as defined in the Facilities Agreements).
5. The entry by the Company into a satisfaction agreement (the "**Satisfaction Agreement**") to be entered into by MJ Dawson, S Elsworthy, MJ Dawson and Others, Tunstall Group Limited, Tunstall Telecom Limited and the Purchaser relating to the satisfaction of certain sums outstanding between the parties thereto.
6. The entry by the Company into an accession agreement (the "**Intercreditor Accession**") to an intercreditor agreement entered into between Barclays Bank PLC (as Security Trustee, Senior Agent, Hedge Counterparty and Mezzanine Agent), Barclays Capital (as Senior Arranger and Mezzanine Arranger), the Senior Lenders named therein, the Mezzanine Lenders named therein and Others (the "**Intercreditor Agreement**") to govern (amongst other things) the priorities between the parties thereto.

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*G155(6)a re: Tunstall Telecom Limited***SCHEDULE 4****Principal Terms on which the Financial Assistance will be given**

1. Pursuant to the Facilities Agreements, the Company will give certain guarantees, representations and warranties, covenants and indemnities to the Finance Parties (as defined therein).
2. Pursuant to the Debenture, the Company will covenant with the Security Trustee as trustee for the Beneficiaries that it shall on demand in writing made to it by the Security Trustee discharge on the due date for payment thereof all the Secured Obligations and whether incurred solely or jointly and whether as principal or as surety (or in some other capacity) and that it shall pay to the Security Trustee on demand in writing made to it by the Security Trustee when due and payable every sum at any time owing, due or incurred by any Co-Obligor to the Security Trustee (whether for its own account or as trustee for the Beneficiaries) or any of the other Beneficiaries in respect of any such liabilities provided that neither such covenant nor the security constituted by the Debenture shall extend to or include any liability or sum which would cause such covenant or security to be unlawful or prohibited by any applicable law. The Company will secure its obligations under the Guarantees and the Debenture by way of fixed and floating charges over the whole of its property, assets and undertaking, both present and future, in favour of the Security Trustee as trustee for the Senior Finance Parties.
3. Pursuant to the Intercreditor Agreement, the Company and its Subsidiaries will acknowledge the priorities of security and contractual arrangements made between the Finance Parties and the Investors.
4. Pursuant to the Satisfaction Agreement, the Company will lend certain sums to the Purchaser and/or agree that certain sums outstanding to it by various of the parties thereunder are satisfied.

SCHEDULE 5**Date on which the Assistance is to be given**

The date hereof or a date within 8 weeks of the date hereof.

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Leeds

**Auditors' report to the directors of Tunstall Telecom Limited ("the Company")
pursuant to section 156(4) of the Companies Act 1985**

We have examined the attached statutory declaration of the directors of the Company dated 11 November 1999 in connection with the proposal that the Company should give financial assistance for the purchase of the ordinary shares of Blythmore Limited.

Respective responsibilities of directors and auditors


The Company's directors are responsible for the statutory declaration. It is our responsibility 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
1 City Square
Leeds
LS1 2AL

11 November 1999