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COMPANIES FORM No 155(6)a

G Declaration in relation to assistance for the acquisition of shares.

155(6)a

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 lettering

To the Registrar of Companies
(Address overleaf – Note 5)

For official use

Company number 1567556

Name of company

*** Inspectorate Worldwide Services Limited**

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

* Insert full name of company

ø insert name(s) and addresses of all the directors

I/We ø Inspectorate Worldwide Services Limited

William Jeffrey Luesley. The Poplars, 67 Dumont Avenue, St Oysth, Clacton, Essex CO16 8JP
Johan Siebols, 22 Shenfield Gardens, Shenfield, Brentwood, Essex, CM13 1DT
David Ronald Wright, 15 Byron Drive, Wickham Bishops, Withams, Essex, CM8 3ND

† delete as appropriate

§ delete whichever is in appropriate

[~~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 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

BSI Limited (Reg No 3555107) 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: Thirty nine million, nine hundred and twenty five thousand, one hundred and twenty one ordinary single class shares

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

For official use

General Section

A37 *ARYE9HKN* 418
COMPANIES HOUSE 28/06/99

The assistance is to be given to: (note 2) ~~British Standards Institution~~

Please do not write in this margin

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

The assistance will take the form of:

See continuity sheet 1.

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

† delete as appropriate

British Standards Limited

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

See continuity sheet 2.

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 16 June 19 99

Please do not write in this margin

Please complete legibly, preferably in black type, or bold black 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) [It is intended to commence the winding-up of the company within 12 months of 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 389 CHISWICK HIGH ROAD LONDON W4

the 16TH **day of** JUNE

one thousand nine hundred and NINETY-NINE

before me Jessica M. Reeve

Declarants to sign below

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

Jessica M. Reeve
Commissioner for Oaths

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
Companies House
100-102 George Street
Edinburgh
EH2 3DJ

Continuation Sheet 1 : Form of Financial Assistance

1. The creation of a guarantee by the Company in favour of Barclays Bank PLC ("Barclays") in respect of all monies and liabilities now or in the future owing to Barclays by British Standards Institution ("BSI"), including all money and liabilities owing under a Facilities Agreement dated 20 March 1998 (as amended by a Supplemental Facilities Agreement dated 18 December 1998) (together the "Barclays Facilities Agreement") under which Barclays offered to provide to BSI, for financing BSI's general corporate purposes, (i) a medium term loan facility in the principal amount of up to £10,000,000 or the equivalent in an optional currency for a term of ten years; (ii) a medium term loan facility in a principal amount of up to US$24,975,000 for the same term; (iii) a revolving loan facility in a principal amount of up to £5,000,000 for a term of three years; and (iv) short term facilities up to a limit of £2,000,000 capable of being utilised by way of overdraft and/or spot or forward exchange transactions facility and/or ancillary facilities.

2. The entering into by the Company of a composite accounting agreement with Barclays and the giving of a guarantee by the Company in favour of Barclays.

3. The creation of a guarantee by the Company in favour of H.M. Rothschild & Sons Limited ("Rothschild") in respect of all money and liabilities now or in the future owing to Rothschild by BSI, including all money and liabilities owing under a Facility Agreement dated 29 January 1999 (the "Rothschild Facility Agreement") under which Rothschild offered to provide to BSI, for financing its general working capital requirements and in the acquisition of businesses carrying on a similar type of business, a revolving loan facility in a principal amount of up to £7,500,000 or the equivalent in an optional currency, capable of being utilised by way of cash advances or the drawing of bills of exchange, for a term of three years.

4. The creation of a guarantee by the Company in favour of Argentaria Bank ("Argentaria") in respect of all money and liabilities now or in the future owing to Argentaria by BSI, including all money and liabilities owing under a Facility Agreement dated 13 May 1999 (the "Argentaria Facility Agreement") under which Argentaria offered to provide to BSI, for financing BSI's general corporate purposes, (i) a medium term loan facility in the principal amount of US$6,000,000 repayable in five instalments between 31 January 2001 and 31 January 2003; and (ii) a guarantee facility of up to US$2,500,000.

5. The creation of a guarantee by the Company in favour of Midland Bank PLC ("HSBC") in respect of all money and liabilities now or in the future owing to HSBC by BSI, including all money and liabilities owing under a Facility Agreement dated 19 March 1997 (the "HSBC Facility Agreement") under which HSBC offered to provide to BSI, for financing BSI's general corporate purposes, (i) short term facilities up to a limit of £4,000,000 capable of being utilised by way of overdraft, foreign bills for negotiation, and/or engagements; and (ii) forward exchange up to a limited of £2,000,000.

Continuance Sheet 2 : Principal terms on which the financial assistance will be given

1. Guarantee by the Company to Barclays in respect of all money and liabilities now or in the future owing to Barclays by BSI, including (without limitation) those owing under the Barclays Facilities Agreement referred to above.

2. An irrevocable authority to Barclays from the Company, under the composite accounting agreement referred to above, to pay and apply all or any money standing to the credit of the Company with Barclays upon current account (whether or not held jointly with any other company or companies within the BSI Group) directly in or towards repayment of the indebtedness to Barclays of the company and/or any other companies in the BSI Group, in consideration of Barclays agreeing that, for the purposes of the calculation of interest, Barclays is prepared to deduct from the aggregate indebtedness to it on current account of any relevant companies in the BSI Group, the credit balances (if any) on current account of the sale and/or any other relevant companies in the BSI Group. The composite accounting agreement is supported by a guarantee from each participant (including the Company) guaranteeing the money and liabilities owing to Barclays by the other participating members of the BSI Group.

3. Guarantee by the Company to Rothschild in respect of all money and liabilities now or in the future owing to Rothschild by BSI, including (without limitation) those owing under the Rothschild Facility Agreement referred to above.

4. Guarantee by the Company to Argentaria in respect of all money and liabilities now and in the future owing to Argentaria by BSI, including (without limitation) those owing under the Argentaria Facility Agreement referred to above.

5. Guarantee by the Company to HSBC in respect of all money and liabilities now and in the future owing to HSBC by BSI, including (without limitation) those owing under the HSBC Facility Agreement referred to above.

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PRICEWATERHOUSECOOPERS

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The Directors
Inspectorate Worldwide Services Limited
2 Perry Road
Witham
Essex
CM8 3TU

16 June 1999

Our ref: JG/sjf/INSL0528F4

Dear Sirs

Auditors' report to the directors of Inspectorate Worldwide Services Limited pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors of Inspectorate Worldwide Services Limited ('the Company') dated 16 June 1999 in connection with the proposal that the Company should give financial assistance for the purchase of the share capital of the Company's holding company, BSI Limited.

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

PricewaterhouseCoopers.
PricewaterhouseCoopers
Chartered Accountants and Registered Auditors

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