

**CHFP025**

**COMPANIES FORM No. 155(6)a**

## 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

1 2 3 4 5 6  
 1 2 3 4 5 6  
 1 2 3 4 5 6

01609392

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

Name of company

\* DATAPATH LIMITED

\* insert full name  
of company

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

XWeo Stephen Philip De'Ath of Hillcliff Forge Farm, Hillcliff Lane,  
Turnditch, Derbyshire, DE56 2EA and Tony Jones of 8 Saxon Croft,  
Repton, Derby, Derbyshire DE65 6FY

† delete as appropriate

~~XXXXXXXXXXXXXX~~ [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 the same person has been convicted of a crime involving the use of a firearm, or~~

[illegible]

~~XX~~

(c) something other than the above§

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

[company]XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

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

The number and class of the shares acquired or to be acquired is 20 Ordinary B Shares of  
£1 each

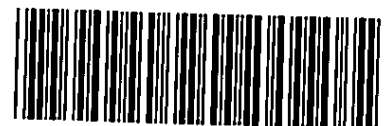
Presentor's name address and  
reference (if any)

Martineau Johnson  
1 Colmore Square,  
Birmingham  
B4 6AA

DX Birmingham 43  
Ref MZH (142415)

For official Use  
General Section

TUESDAY



A03

\*A9I74T9E\*

25/09/2007

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COMPANIES HOUSE

The assistance is to be given to (note 2) Datapath Holdings Limited of No 1 Colmore  
Square, Birmingham B4 6AA ("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 Rider A

The person who ~~has acquired~~ <sup>will acquire</sup>† the shares is

† delete as  
appropriate

The Purchaser

The principal terms on which the assistance will be given are

See Rider B

The amount of cash to be transferred to the person assisted is £ See Rider C

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 todays date

5

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

(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 I 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)

Declared at MARTINEATH JOHNSON  
ONE CAMDRE SQUARE

Declarants to sign below

S. De'at

Day Month Year  
on 1 9 0 9 2 0 0 7

before me Darren Walker  
Corbett's LLP  
A Commissioner for Oaths or Notary Public or Justice of  
the Peace or a Solicitor having the powers conferred on  
a Commissioner for Oaths

- 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

or, for companies registered in Scotland -

The Registrar of Companies  
37 Castle Terrace  
Edinburgh  
EH1 2EB

## Wording for form G155(6)a

### RIDER A

The assistance will take the form of

- (i) the Company granting a debenture ("the Debenture") pursuant to the terms of which the Company grants to National Westminster Bank plc ("the Bank") fixed and floating charges over all assets and undertaking of the Company, both present and future, in favour of the Bank to secure repayment to the Bank of all liabilities of any kind (whether present or future, actual or contingent and whether incurred alone or jointly with another) including without limitation pursuant to the Guarantee to the Bank,
- (ii) the Company granting an unlimited inter-company guarantee ("the Guarantee") pursuant to the terms of which the Company guarantees to the Bank the liabilities and obligations from time to time of Datapath Holdings Limited ("the Purchaser"),
- (iii) the Company entering into and performing the terms of an inter-creditor deed to be made between the Bank (1), the Purchaser (2), the Company (3), Foresight 2 VCT plc (4), Foresight 3 VCT plc (5), Foresight 4 VCT plc (6) and S P De'Ath and T Jones ("the Vendors") (7) pursuant to which the Bank regulates the priority of their securities ("the Inter-Creditor Deed"),
- (iv) the Company, entering into a support agreement ("the Support Agreement") with the Purchaser pursuant to which the Company will provide loans to the Purchaser, and
- (v) the Company entering into a guarantee and debenture to Foresight 2 VCT plc as security trustee for itself, Foresight 3 VCT plc and Foresight 4 VCT plc ("the Investors") in respect of loans made by the Investors to the Purchaser ("the Investors' Loans") to secure all monies and liabilities from time to time due, owing or incurred by the Company to the Investors ("the VCT Guarantee and Debenture")

### RIDER B

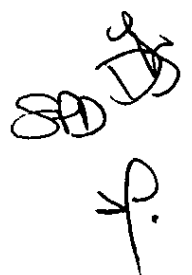
The principal terms on which the assistance will be given are

- (i) the Debenture will confer fixed and floating charges over all the assets and undertaking of the Company, both present and future, in favour of the Bank to secure repayment to the Bank of all liabilities of any kind (whether present or future, actual or contingent and whether incurred alone or jointly with another) including without limitation pursuant to the Guarantee to the Bank,
- (ii) under the terms of the Guarantee, the Company will guarantee to the Bank all liabilities of the Purchaser of any kind (whether present or future, actual or contingent and whether incurred alone or jointly with another) to the Bank Pursuant to the Guarantee the Company also agreed to indemnify the Bank against all liabilities incurred pursuant to the Guarantee and to allow further companies to be added by the Purchaser executing an Accession Agreement (as defined in the Guarantee),

- (iii) under the terms of the Inter-Creditor Deed the Company would agree to regulate certain rights of the parties to the Inter-Creditor Deed,
- (iv) the Support Agreement provides that the Company will provide such loans to the Purchaser repayable on demand as the Purchaser shall require to enable it to fulfil its obligations to the Bank, the Vendors and the Investors in connection with the acquisition of the Company by the Purchaser including an immediate loan of £2,200,000, and
- (v) the VCT Guarantee and Debenture provides that the Company will create fixed and floating charges in respect of all of the Company's property, undertaking and assets, to secure all monies and liabilities from time to time due, owing or incurred by the Company to the Investors (including the contingent liability contained in the VCT Guarantee and Debenture to secure all monies and liabilities from time to time due, owing or incurred by the Purchaser including in relation to the Investors' Loans

#### **RIDER C**

The amount of cash to be transferred to the Purchaser at the date hereof under the Support Agreement is £2,200,000 and thereafter such sums as may be required under the Support Agreement up to a maximum of £15,000,000

Handwritten signature and initials, possibly 'SD' and 'P', in the bottom right corner.

# COOPER ■ PARRY

The Directors  
Datapath Limited  
Alfreton Road  
Derby  
DE21 4AD

## INDEPENDENT AUDITORS' REPORT TO THE DIRECTORS OF DATAPATH 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 19th September 2007 in connection with the proposal that the Company should give financial assistance for the purchase of the issued share capital of the Company comprising 20 Ordinary shares of £1 00 each

This report is made solely to the directors of the Company for the purpose of section 156(4) of the Companies Act 1985. Our work has been undertaken so that we might state to the directors of the Company those matters that we are required to state to them in an auditors' report under that section and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the Company, for our work, for this report, or for the opinions that we have formed

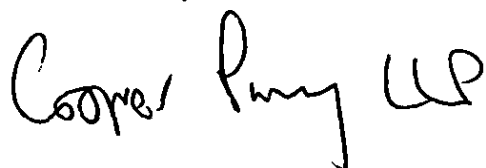
### Basis of opinion

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



Cooper Parry LLP

19th September 2007

### COOPER PARRY LLP

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Also at Nottingham and Leicester

E mail [thought@cooperparry.com](mailto:thought@cooperparry.com) [www.cooperparry.com](http://www.cooperparry.com)