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Please do not
write in this
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**Please complete
legibly, preferably
in black type, or
bold block
lettering**

The assistance is to be given to: (note 2) SBJ GROUP LIMITED (FORMERLY KNOWN AS
ISSUEMOVE PLC) (COMPANY REGISTRATION NUMBER 3630730) WHOSE
REGISTERED OFFICE IS AT ONE HUNDRED WHITECHAPEL, LONDON E1 1JG

SEE ANNEXURE 4

† delete as appropriate

SEE ANNEXURE 5

The value of any asset to be transferred to the person assisted is £ NIL

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

~~X~~We have formed the opinion, as regards this 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 this company will be able to pay its debts as they fall due during the year immediately following that date]* (note 3)

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

(b) ~~It is intended to commence the winding-up of this company within 12 months of that date, and the~~
~~have formed the opinion that this company will be able to pay its debts in full within 12 months of the~~
~~commencement of the winding-up.* (note 3)~~

And ~~X~~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 One Hundred Whitechapel
London E1 1SG

Declarants to sign below

on

Day	Month	Year
04	12	2001

before me [Signature] (P. BEDINGFIELD)

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a 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
CF14 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
Companies House
37 Castle Terrace
Edinburgh
EH1 2EB

OLDCO (NO. 99) LIMITED
Company Number 1660078
(the "Company")

Annexure 1 – Form 155(6)b

William Melsom Barratt
25 Tadorne Road
Tadworth
Surrey KT20 5TD

Christopher Ros Stewart Birrell
25 Turret Grove
Clapham
London SW4 0ES

George Boden
The Old School House
School Lane
High Easter
Chelmsford
Essex CM1 4QP

Peter Gray
129 Northey Avenue
Cheam
Surrey SM2 7HQ

James Albert Clark
Farthings
Thorndon Approach
Herongate
Essex
CM13 3EA

This comprises Annexure 1 referred to in the Form 155(6)b declared by the directors of the Company
on 4 December 2001.

Signed

 (P. BEDINGFIELD)

Commissioner for Oaths/Solicitor

OLDCO (NO. 99) LIMITED
Company Number 1660078
(the "Company")

Annexure 2 – Form 155(6)b

Helix UK Limited
Kitemend Limited
SBJ Group Services Limited
SBJ Professional Trustees Limited
SBJ Limited
SBJ Stephenson Group Limited
SBJ Nelson Steavenson Limited
SBJ Stephenson Limited
Oldco (No 1) Limited

Each of the above companies is defined as a "Charging Company" and together as the "Charging Companies".

This comprises Annexure 2 referred to in the Form 155(6)b declared by the directors of the Company on
4 December 2001.

Signed

 (P. REDINGFIELD)

Commissioner for Oaths/Solicitor

OLDCO (NO. 99) LIMITED
Company Number 1660078
(the "Company")

Annexure 3 — Form 155(6)b

The shares in respect of which the Charging Companies are proposing to give assistance are:

- (A) 2,947,966 A Ordinary shares of one penny each (together the "Investors' Shares") in the share capital of SBJ Group Limited which were registered in the names of any or all of the Graphite Enterprise Trust Limited Partnership, Graphite Private Equity Trust Limited Partnership and Graphite Enterprise Trust plc (together the "Investors") and which SBJ Group Limited has acquired pursuant to the buyback agreement dated 1 November 2001 (the "Second Buy-back Agreement") and entered into between the Company and the Investors.
- (B) 54,996,646 Ordinary Shares of ten pence each in the share capital of Oldco (No 99) Limited acquired by SBJ Group Limited in January 1999.

This comprises Annexure 3 referred to in the Form 155(6)b declared by the directors of the Company on 4 December 2001.

Signed

 (P. BEDINGFIELD)

Commissioner for Oaths/Solicitor

OLDCO (NO. 99) LIMITED
Company Number 1660078
(the "Company")

Annexure 4 – Form 155(6)b

The assistance by the Charging Companies will take:

1. the form of a supplemental deed (as amended, varied, supplemented and varied from time to time) (the "Supplemental Deed");
 - (a) amending the respective composite guarantees (each an "Existing Guarantee and together the "Existing Guarantees", and all references in this Form 155(6)a and its Annexures to the Existing Guarantee or Existing Guarantees shall be to the Existing Guarantee or Existing Guarantees as amended by the Supplemental Deed) dated 9 June 1999 granted by each of the Charging Companies in favour of National Westminster Bank plc (the "Bank");
 - (b) confirming the terms and conditions of the Existing Guarantees and the respective mortgage debentures (each an "Existing Debenture" and together the "Existing Guarantees") dated 9 June 1999 granted by the Companies in favour of the Bank remain in full force and effect;
 - (c) incorporating a new guarantee (each a "New Guarantee" and together the "New Guarantees") and a new mortgage debenture (each a "New Debenture" and together the "New Debentures") to be granted by each of the Charging Companies in favour of the Bank on the same terms and conditions as the Existing Guarantees and the Existing Debentures; and
2. the form of an unsecured intra-group loan agreement (the "Intra-Group Loan Agreement") between SBJ Group Limited as borrower and the Charging Companies as lenders (and for the purposes of this Form 155(6)b, Intra-Group Loan Agreement shall include not only a new intra-group loan agreement in the same, or substantially the same, form as the intra-group loan agreement dated 10 June 1999 between SBJ Group Limited as borrower and certain of its subsidiaries named therein as lenders, but also that intra-group loan agreement dated 10 June 1999 as amended, varied, supplemented or novated, in both cases to take account of the new liabilities and obligations of SBJ Group Limited pursuant to the credit agreement dated 1 November 2001 entered into between SBJ Group Limited and the Bank).

This comprises Annexure 4 referred to in the Form 155(6)b declared by the directors of the Company on
4 December 2001.

Signed

 (P. BEDDINGFIELD)

Commissioner for Oaths/Solicitor

OLDCO (NO. 99) LIMITED
Company Number 1660078
(the "Company")

Annexure 5 – Form 155(6)b

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

1. Under the terms set out in the Supplemental Deed pursuant to which each of the Charging Companies will:
 - (A) (a) guarantee all the obligations and liabilities of the companies referred to in the schedule to the Existing Guarantee including the obligations and liabilities of the Borrowers under the New Credit Agreement in connection with, inter alia:
 - (i) refinancing facilities made available to SBJ Group Limited by the Bank under the Existing Credit Agreement, such facilities having financed in part the acquisition of the entire issued share capital of Oldco (No.99) Limited by SBJ Group Limited in January 1999;
 - (ii) indemnifying the Bank in connection with any actions, suits, proceedings, claims, demands, liabilities, damages, costs, expenses, losses and charges in relation to the guarantee given by the Bank in connection with the Bank Guarantee in support of the Guaranteed Loan Notes having been issued by SBJ Group Limited to finance in part the acquisition of the entire issued share capital of Oldco (No.99) Limited by SBJ Group Limited in January 1999;
 - (iii) redeeming the Investor Loan Notes, such loan notes having been issued by SBJ Group Limited to finance in part the acquisition of the entire issued share capital of Oldco (No.99) Limited by SBJ Group Limited in January 1999;
 - (iv) repurchasing the Investors' Shares pursuant to the Second Buy-back Agreement; and
 - (b) charge, with full title guarantee, certain property specified in the Existing Debenture by way of security for all its obligations and liabilities to the Bank (including those under the Existing Guarantee, the Existing Debenture, the New Guarantee and the New Debenture).

The terms of each New Guarantee and each New Debenture are set out in further detail below.

- (B) Under the terms of the New Guarantee:
 - (a) the Charging Company guarantees payment to the Bank on demand of all liabilities (in whichever currency denominated) of each and any of the companies named in the schedule to the Existing Guarantee to the Bank howsoever arising whether present future actual and/or contingent and whether incurred solely severally and/or jointly and as principal or surety and all legal and other costs and expenses (on a full indemnity basis) howsoever incurred by the Bank in connection therewith together with all interest (whether before or after judgement) and all of the Bank's costs and expenses (on a full indemnity basis) incurred in connection with the enforcement of the New Guarantee;

- (b) the Bank may without giving notice to or obtaining the consent of the Charging Company and without affecting the Charging Company's liability under the New Guarantee renew, vary or determine any accommodation given to any of the companies named in the schedule to the Existing Guarantee hold over renew modify or release any security or guarantee held from any of the companies named in the schedule to the Existing Guarantee and grant time or indulgence to or compound with any company named in the schedule to the Existing Guarantee;
- (c) the New Guarantee shall not be discharged nor shall the Charging Company's liability under it be affected by anything which would not have discharged or affected the Charging Company's liability if the Charging Company had been a principal debtor to the Bank instead of a guarantor;
- (d) the New Guarantee is in addition to any other guarantee or security present or future held by the Bank in respect of the obligations and liabilities of any company named in the schedule to the Existing Guarantee and shall be a continuing security or shall remain in force notwithstanding any disability of the Charging Company until determined by three months' notice in writing from the Charging Company but notwithstanding such determination the Charging Company shall remain liable as guarantor for all the liabilities of any of the companies named in the schedule to the Existing Guarantee (whether or not due and payable at the expiration of such notice);
- (e) the Bank shall have a lien on all securities or other property of the Charging Company held by the Bank and the Bank shall be entitled to set off (after as well as before demand) against any credit balance on any account of the Charging Company with the Bank (other than an IBA Account as defined in paragraph (C)(a)(v) of this Annexure) and against any interest accruing thereon any liability of the company to the Bank whatsoever (whether arising thereunder or otherwise) and if the liability or any part thereof is in a different currency from a credit balance against which the Bank seeks to set it off the Bank shall be entitled to utilise currency of the account in credit for the purchase at its spot rate of exchange of an amount in the currency of the liability and also to pay out of the credit balance any additional sum which the Bank may be required to pay for such currency;
- (f) the New Guarantee shall not be affected by any fluctuation in or intermediate discharge of the obligations and liabilities of any company named in the schedule to the Existing Guarantee and until such liabilities have been discharged in full the Charging Company shall not be entitled to share in any security held or money received by the Bank on account of such liabilities or to stand in the place of the Bank in respect of any security or money nor until such liabilities have been discharged in full shall the Charging Company take any step to enforce any right to claim against any of the companies named in the schedule to the Existing Guarantee in respect of any moneys paid by the Charging Company to the Bank thereunder or have or exercise any rights or surety in competition with the Bank;
- (g) the New Guarantee shall not be discharged nor the Charging Company's liability affected by reason of any failure of or irregularity, defect or informality in any security given by any of the companies named in the schedule to the Existing Guarantee nor by any legal limitation, bar, or restriction, dissolution, disability, incapacity or want of any borrowing powers of any company named in the schedule to the Existing Guarantee or want of authority of any person appearing to be acting for any of the companies named in the schedule to the Existing Guarantee or by any supervening matters rendering the performance of the obligations of any Borrower illegal in any jurisdiction; and

- (h) any settlement, discharge or release between the Charging Company and the Bank shall be conditional upon no security or payment to the Bank by any company named in the schedule to the Existing Guarantee or any other person being avoided or reduced for any reason and the Bank shall be entitled to recover the value or amount of any such security or payment from the Charging Company subsequently as if such settlement, discharge or release had not occurred.

(C) Under the terms of the New Debenture:

- (a) the Charging Company with full title guarantee and to the intent that the security shall rank as a continuing security charges with the payment or discharge of all moneys obligations and liabilities covenanted under the New Debenture to be paid or discharged (together with all costs and expenses howsoever incurred by the Bank on a full indemnity basis):
- (i) by way of legal mortgage any property referred to in the Schedule to the New Debenture (the legally mortgaged property) and the proceeds of sale thereof;
 - (ii) by way of specific equitable charge all estates or interests in any freehold and leasehold property (except the legally mortgaged property) now and at any time during the continuance of the security under the New Debenture belonging to or charged to the Charging Company (the equitably charged property) and the proceeds of sale thereof;
 - (iii) by way of specific charge all plant, machinery, vehicles, computers and office and other equipment both present and future (excluding all stock in trade) and the full benefit of all warranties and maintenance for any of the same;
 - (iv) by way of specific charge all stocks, shares and other securities now or at any time during the continuance of the security under the New Debenture belonging to the Charging Company either in or issued by any of its subsidiary companies or any other company and all dividends and other rights in relation thereto and the Charging Company undertakes at any time to execute over all or any part thereof a charge by way of legal mortgage and any appropriate transfer or other forms, instruments or instructions in the case of the stocks and shares in favour of the Bank or its nominee in such form as the Bank shall require;
 - (v) by way of specific charge all book debts and other debts (including without limitation rents) now or from time to time due or owing to the Company but excluding all book debts and other debts required to be credited by the Charging Company to each insurance broker's account (each an "IBA Account") opened in the name of the Company into which insurance premia are paid pending subsequent payment to insurers, together with the proceeds of any such debts credited to an IBA Account;
 - (vi) by way of specific charge its goodwill and the benefit of any licences and all patents, patent applications, inventions, trade-marks, trade names, registered designs, copyrights, know-how and any other intellectual property rights; and
 - (vii) by way of floating security its undertaking and all its property assets and rights whatsoever and wheresoever present and/or future including those for the time being charged by way of specific charge pursuant to the foregoing paragraphs if and to the extent that such charges as aforesaid shall fail as specific charges but without prejudice to any such specific charges as shall continue to be

effective but excluding all book debts and other debts required to be credited by the Charging Company to an IBA Account together with the proceeds of any such debts credited to an IBA Account.

The costs and expenses referred to above shall include (for the avoidance of doubt) all amounts the Bank may from time to time require to compensate it for its internal management and administrative costs and expenses incurred in connection with the enforcement of the New Debenture and recovery of the liabilities secured by it.

- (b) The security under the New Debenture shall be in addition to and be independent of any other security which the Bank may now or at any time hold on all or any part of the assets of the Charging Company for or in respect of all or any part of the moneys, obligations and liabilities to be paid or discharged and it is hereby declared that no prior security held by the Bank over the property charged under the New Debenture or any part of it shall merge in the security created hereby or pursuant thereto.

2. Under the terms of the Intra-Group Loan Agreement:

- (a) The Charging Companies will (as lenders) enter into the Intra-Group Loan Agreement with SBJ Group Limited (as borrower) in which the Charging Companies together agree to make available to SBJ Group Limited a loan facility of up to £25,300,000 for the period from the date of the Agreement.
- (b) The Charging Companies (as lenders), may make demand of SBJ Group Limited in their sole discretion by unanimous decision and undertake to give written notice to SBJ Group Limited declaring any outstanding amounts due and payable.
- (c) Interest shall be payable quarterly in arrears on each Quarter Day (as defined in the Intra-Group Loan Agreement) being 31 March, 30 June, 30 September and 31 December in each year.
- (d) All sums outstanding will become repayable on the Final Repayment Date (as defined in the Intra-Group Loan Agreement) being 31 December 2008.

In this Annexure capitalised terms shall have the meanings ascribed to them in the New Credit Agreement and the following terms have the meaning set out below:

"Bank"	means National Westminster Bank plc and its successors in title, assignees and transferees;
"Existing Credit Agreement"	means the credit agreement dated 30 November 1998 entered into between SBJ Group Limited and the Bank;
"Existing Debenture"	means the mortgage debenture entered into by the Charging Companies in favour of the Bank and dated 9 June 1999;
"Existing Guarantee"	means the composite guarantee entered into by the Charging Companies in favour of the Bank and dated 9 June 1999;
"Intra-Group Loan Agreement"	means the intra-group loan agreement to be entered into by SBJ Group Limited as borrower and the Charging Companies (inter alia) as lenders and shall include, if appropriate, the intra-group loan agreement dated 10 June 1999 between SBJ Group Limited as borrower and certain of its subsidiaries named therein as lenders as amended, varied, supplemented or novated;
"New Credit Agreement"	means the new credit agreement dated 1 November 2001 entered into between SBJ Group Limited and the Bank.

"New Debenture"

means the mortgage debenture to be entered into by the Charging Companies in favour of the Bank pursuant to the Supplemental Deed; and

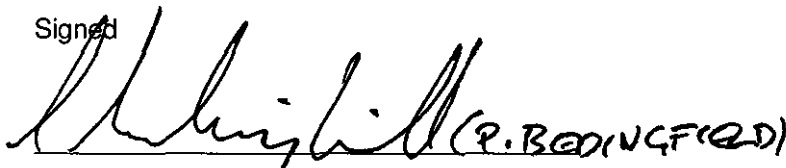
"New Guarantee"

means the guarantee to be entered into by the Charging Companies in favour of the Bank pursuant to the Supplemental Deed.

Any reference to a document in this Annexure shall mean that document as amended, varied, supplemented and novated in accordance with its terms from time to time.

This comprises Annexure 5 referred to in the Form 155(6)b declared by the directors of the Company on 4 December 2001.

Signed


Commissioner for Oaths/Solicitor

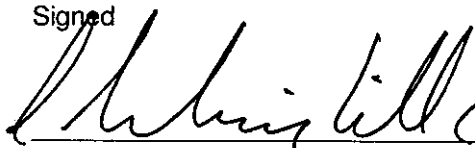
OLDCO (NO. 99) LIMITED
Company Number 1660078
(the "Company")

Annexure 6 – Form 155(6)b

The date hereof or within eight weeks of the date hereof.

This comprises Annexure 6 referred to in the Form 155(6)b declared by the directors of the Company on
4 December 2001.

Signed

 (P. BEDINGFIELD).

Commissioners for Oaths/Solicitor

Deloitte & Touche
Stonecutter Court
1 Stonecutter Street
London EC4A 4TR

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International + 44 20 7936 3000
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LDE: DX 599
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**Deloitte
& Touche**

**INDEPENDENT AUDITORS' REPORT TO THE DIRECTORS OF OLDSCO
(NO.99) LIMITED PURSUANT TO SECTION 156(4) OF THE COMPANIES
ACT 1985**

We have examined the attached statutory declaration of the directors dated 4 December 2001 in connection with the proposal that the company should give financial assistance for the purchase of 54,996,646 of the company's ordinary shares of ten pence each and for the purchase of 2,947,966 A ordinary shares of one penny each in the share capital of SBJ Group 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 is unreasonable in all the circumstances.

Deloitte & Touche

Deloitte & Touche
Chartered Accountants and Registered Auditors
4 December 2001

LVS
COMPANIES HOUSE

0423
13/12/01

**Deloitte
Touche
Tohmatsu**

Aberdeen, Belfast, Birmingham, Bracknell, Bristol, Cambridge, Cardiff, Crawley, Edinburgh, Glasgow, Leeds, Leicester, Liverpool, London, Manchester, Milton Keynes, Newcastle upon Tyne, Nottingham, St Albans 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.