

Declaration by the directors of a holding company in relation to assistance for the acquisition of shares

155(6)b

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

1660078

Name of company

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

* SBJ Holdings Limited whose registered office is at 100 Whitechapel Road, London E1 1JG

* insert full name
of company

XWe. See Annexure 1



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

† delete as appropriate

~~XXXXXXXXXXXX~~ [all the directors] † of the above company (hereinafter called 'this company') do solemnly and sincerely declare that

§ delete whichever
is inappropriate

The business of this company is

- (a)  \$
- (b)  \$
- (c) something other than the above \$

This company is [the] ☒ holding company of* SBJ Benefit Consultants Limited (company number 1834757) whose registered office is at 100 Whitechapel Road, London E1 1JG which is proposing to give financial assistance in connection with the acquisition of shares in ~~(XXX XXXXX)~~ SBJ Group Limited (company number 3630730) whose registered office is at 100 Whitechapel Road, London E1 1JG ~~XXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX~~

Presenter's name address and
reference (if any)
SJ Berwin LLP
10 Queen Street Place
London
EC4R 1BE

DX 255 LONDON/CHANCERY LANE
CP3 2703989

For official Use
General Section

Post room

THURSDAY



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LD6

05/07/2007

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COMPANIES HOUSE

2703989

The assistance is for the purpose of ~~XXXXXXX~~ [reducing or discharging a liability incurred for the purpose of that acquisition] † (note 1)

Please do not write in this margin

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

The number and class of the shares acquired or to be acquired is See Annexure 2

The assistance is to be given to (note 2) SBJ Group Limited (company number 3630730)
whose registered office is at 100 Whitechapel Road, London E1 1JG and The Royal Bank of Scotland plc of 280 Bishopsgate, London EC2M 4RB

The assistance will take the form of

See Annexure 3

The person who [has acquired] ~~XXXXXX~~ † the shares is

† delete as appropriate

SBJ Group Limited (company number 3630730) whose registered office is at 100 Whitechapel Road, London E1 1JG

The principal terms on which the assistance will be given are

See Annexure 4

The amount (if any) by which the net assets of the company which is giving the assistance will be reduced by giving it is Nil

The amount of cash to be transferred to the person assisted is £ See Annexure 5

The value of any asset to be transferred to the person assisted is £ See Annexure 5

The date on which the assistance is to be given is 8 weeks from the date hereof

~~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) ~~X~~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)

[illegible]

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 100 WHITE CHAPEL ROAD
LONDON E1 1JG

Declarants to sign below

on

Day	Month	Year
28	06	2007

before me X K and and

~~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**

**DEREK T CONWAY F.INST. LEX
LEGAL EXECUTIVE
HEXTALLS LLP
28, LEMAN STREET
LONDON E1 8ER**

SBJ HOLDINGS LIMITED

Company No 1660078

("SBJ Holdings")

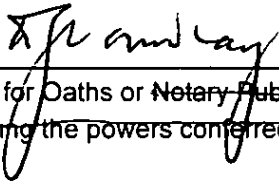
Annexures to Form 155(6)b

ANNEXURE 1

Christopher Ros Stewart Birrell	100 Whitechapel Road, London E1 1JG
George Boden	100 Whitechapel Road, London E1 1JG
James Albert Clark	100 Whitechapel Road, London E1 1JG
Peter Gray	100 Whitechapel Road, London E1 1JG

This is Annexure 1 referred to in Form 155(6)b declared by the directors of SBJ Holdings on 28/01 2007

Signed



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or a Solicitor having the powers conferred on a Commissioner for Oaths

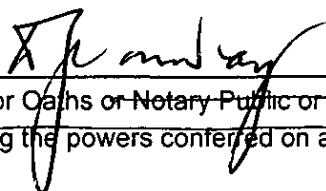
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LEGAL EXECUTIVE
HEXTALLS LLP
28, LEMAN STREET
LONDON E1 8ER**

ANNEXURE 2

2,947,966 A ordinary shares of GBP £0.01 each in the share capital of SBJ Group Limited

This is Annexure 2 referred to in Form 155(6)b declared by the directors of SBJ Holdings on 28/11/2007

Signed



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LEGAL EXECUTIVE
HEXTALLS LLP
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LONDON E1 8ER**

ANNEXURE 3

Terms defined elsewhere in this statutory declaration (including the other Annexures thereto) have the same meanings in this Annexure unless otherwise stated or the context otherwise requires

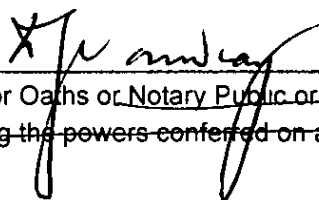
The assistance will take the form of the execution, delivery and performance by SBJ Holdings' subsidiary, SBJ Benefit Consultants Limited (the "Company") of

- 1 the Syndicated Facilities Agreement,
- 2 the Debenture, and
- 3 the Intra-Group Loan Agreement

The obligations, undertakings and liabilities incurred by the Company in giving this assistance are given to guarantee, secure or otherwise assist SBJ Group Limited in connection with the reduction or discharge of liabilities incurred by it, in connection with the acquisition of the number and class of shares of SBJ Group Limited referred to in Annexure 2 and thus pursuant to s151(2) of the Companies Act 1985 the Company is giving financial assistance in connection with the discharge of liabilities incurred in connection with that acquisition of shares

This is Annexure 3 referred to in Form 155(6)b declared by the directors of SBJ Holdings on 28/01/2007

Signed



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

**DEREK T CONWAY F.INST. LEX
LEGAL EXECUTIVE
HEXTALLS LLP
28, LEMAN STREET
LONDON E1 8ER**

ANNEXURE 4

Part I

Terms in Part 1 of this Annexure have the meanings ascribed to them in Part II of this Annexure unless otherwise stated or the context otherwise requires

The principal terms on which the assistance will be given are

- 1 1 1 Under the terms of the Syndicated Facilities Agreement, the Company will irrevocably and unconditionally
 - (a) give a number of representations, warranties, undertakings and indemnities to the Lender,
 - (b) guarantee to each Finance Party punctual performance by each other Borrower of all that Borrower's obligations under the Finance Documents,
 - (c) undertake with each Finance Party that whenever another Borrower does not pay any amount when due under or in connection with any Finance Document, it shall immediately on demand pay that amount as if it was the principal obligor, and
 - (d) indemnify each Finance Party immediately on demand against any cost, loss or liability suffered by that Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which that Finance Party would otherwise have been entitled to recover
- 1 2 The guarantee to be given by the Company under the terms of the Syndicated Facilities Agreement is a continuing guarantee and will extend to the ultimate balance of sums payable by any Obligor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part
- 2 Under the terms of the Debenture, the Company will
 - 2 1 covenant with the Security Trustee that it shall on demand pay to the Security Trustee or discharge, as the case may be, all the Secured Liabilities when the Secured Liabilities become due
 - 2 2 as continuing security in favour of the Security Trustee for the payment and discharge of the Secured Liabilities it will with full title guarantee
 - (a) grant to the Lender a first fixed charge by way of legal mortgage, the Scheduled Property and all Rights relating to the Scheduled Property in existence at the date of the Debenture,
 - (b) charge to the Lender, by way of first fixed charge, all the
 - (i) Property (except the Scheduled Property) and all Rights relating to such Property,
 - (ii) Book Debts,
 - (iii) Intellectual Property owned, possessed or controlled by the Company,
 - (iv) Plant and Machinery, and
 - (v) goodwill and uncalled capital for the time being of the Company,

- (c) charge to the lender, by way of legal mortgage, the Shares and Derivative Assets,
 - (d) by way of assignment by way of security, all the Company's rights, title, interest and benefit in and to the Rent,
 - (e) by way of legal assignment by way of security, the Contracts,
 - (f) by way of first floating charge, all the undertaking and assets of the Company whatsoever, wherever situate, whether movable, immovable, present or future (including, without limitation, its uncalled capital for the time being and all the undertaking and assets of the Company which are, for any reason, not validly charged or assigned pursuant to Clause 4 1 (*Scheduled Property*) to Clause 4 9 (*Goodwill*) (inclusive) of the Debenture, such floating charge being a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 of the Insolvency Act and the provisions of such paragraph applying to such floating charge
- 2 3 forthwith, at any time if necessary to protect or preserve the charges over the Charged Property or the priority of those charges or to give effect to the intention of the parties and the terms of the Debenture, at its own expense execute and deliver to the Security Trustee such further legal or other mortgages, charges, assignments, securities, authorities and documents as are necessary of the whole or such part of the Charged Property as are necessary, in such form as the Security Trustee may reasonably require, to secure the payment or discharge of the Secured Liabilities, including, without limitation, in order to vest the whole or such part of the Charged Property in the Security Trustee, the nominee of the Security Trustee or in any purchaser from the Security Trustee or the Receiver
- 2 4 pending the execution and delivery of any such assignments (and to the extent that such Charged Property is not effectively charged under the Debenture), hold such Charged Property upon trust for the Security Trustee subject to the provisions of the Debenture
- 2 5 pending the execution and delivery of any such mortgages, charges, or other security, hold such Charged Property subject to the provisions of the Debenture
- 3 Under the terms of the Intra-Group Loan Agreement, certain members of the Group, including the Company, will agree to grant to the Parent, upon the terms and conditions of the Intra-Group Loan Agreement, loan facilities in aggregate of up to £58,000,000 (plus interest on the on such amount) for the purpose of the Parent funding any payment to be made by it under or in connection with the Finance Documents, to repay any debt or interest owed by the Parent to any Intra-Group Lender or any third party, to satisfy any consideration due and costs arising in connection with the Acquisition Agreement and for general corporate purposes
- 4 The Company's obligations as described above continue in relation to the Finance Documents as they may be amended, modified, varied or restated from time to time

ANNEXURE 4

Part II

Acquisition Agreement has the meaning given to it in the Syndicated Facilities Agreement,

Additional Borrower means a company which becomes a Borrower in accordance with Clause 28 (*Changes to the Obligors*) of the Syndicated Facilities Agreement,

Additional Guarantor means a company which becomes a Guarantor in accordance with Clause 28 (*Changes to the Obligors*) of the Syndicated Facilities Agreement,

Beneficiaries has the meaning given to it in the Debenture,

Book Debts means all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions), both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Company, and the benefit of all rights whatsoever relating to the debts referred to above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets),

Borrower means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 28 (*Changes to the Obligors*) of the Syndicated Facilities Agreement,

Charged Property means the whole or any part of the property, assets, income and undertaking of the Company from time to time mortgaged, charged or assigned to the Security Trustee pursuant to the Debenture,

Contracts means all the Company's rights, title, interest and benefit in and to all the agreements short particulars of which are set out in Schedule 2 (*The Contracts*) of the Debenture and any contract in respect of the whole or any part of the Charged Property to which the Company is a party, as from time to time modified, amended, varied, supplemental or novated with the full benefit of all negotiable or non-negotiable instruments, guarantees, indemnities, debentures, mortgages, charges, liens and other security in respect of the same,

Debenture means a debenture in the agreed form to be entered into on or about the date of the Syndicated Facilities Agreement by the Parent and each of the other Original Obligors in favour of the Security Trustee,

Derivative Assets means all stocks, shares, warrants or other securities, rights, dividends, interest or other property (whether of a capital or income nature) accruing, offered, issued or deriving at any time by way of dividend, bonus, redemption, exchange, purchase, substitution, conversion, consolidation, subdivision, preference, option or otherwise attributable to any of the Shares or any Derivative Assets previously described,

Facilities has the meaning given to it in the Syndicated Facilities Agreement,

Finance Documents has the meaning given to it in the Syndicated Facilities Agreement,

Finance Party has the meaning given to it in the Syndicated Facilities Agreement,

Fixtures means all assets of whatsoever nature, apart from land and buildings, forming part of any freehold or leasehold property owned by the Company and deemed by law to be immovable property,

Group means the Parent and each of its Subsidiaries for the time being,

Guarantor means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 28 (*Changes to the Obligors*) of the Syndicated Facilities Agreement,

Insolvency Act means the Insolvency Act 1986,

Intellectual Property means all subsisting patents and subsisting rights of a similar nature held in any part of the world, applications for patents and such rights, divisions and continuations of such applications for patents, registered and unregistered trade marks, registered and unregistered service marks, registered designs, utility models (in each case for their full period and all extensions and renewals of them), applications for any of them and the right to apply for any of them in any part of the world, inventions, confidential information, Know-how, business names, trade names, brand names, copyright and rights in the nature of copyright, design rights and get-up and any similar rights existing in any country, and the benefit (subject to the burden) of any and all agreements, arrangements and licences in connection with any of the foregoing,

Intra-Group Lender means each of the companies whose names and registered offices are set out in Schedule 1 of the Intra-Group Loan Agreement,

Intra-Group Loan Agreement means the loan agreement in the agreed form between the Parent and certain other members of the Group, including the Company, pursuant to which those members of the Group have or will make available a facility to the Parent up to a maximum aggregate principal amount equal to the aggregate principal amount of £58,000,000 (plus interest on the Facilities) and the Parent may or will make available to other members of the Group facilities from the proceeds of any loan made under the Syndicated Facilities Agreement,

Know-how means all the body of knowledge, technical experience, expertise and skills, technical processes, secret processes, formulae and technical information held by the Company and relating to its business, which is not in the public domain,

Lender means any Original Lender and any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 27 (*Changes to the Lenders*) of the Syndicated Facilities Agreement, which in each case has not ceased to be a Party in accordance with the terms of the Syndicated Facilities Agreement,

Nominees means the Security Trustee, its agents, nominees and any other person holding the Shares and the Derivative Assets on behalf of the Security Trustee from time to time,

Obligor means a Borrower or a Guarantor,

Occupational Leases means all leasehold interests and other occupational rights whatsoever (including, without limitation, all licences and agreements for leases) in existence from time to time relating to the whole or any part of the Property, the immediate reversion to which is vested in the Company,

Original Borrower means those parties set out in Part 1 of Schedule 1 of the Syndicated Facilities Agreement,

Original Guarantor means those parties set out in Part 1 of Schedule 1 of the Syndicated Facilities Agreement,

Original Lender means those parties set out in Part 2 and Part 3 of Schedule 1 of the Syndicated Facilities Agreement,

Original Obligor means an Original Borrower or an Original Guarantor,

Parent means SBJ Group Limited,

Party means a party to the Syndicated Facilities Agreement or, where the context admits, a party to a Finance Document,

Plant and Machinery means all plant and machinery, equipment, fittings, installations and apparatus, tools, motor vehicles and all other such assets (other than Fixtures) whatsoever, wherever situate, which are now, or at any time after the date of the Debenture become, the property of the Company,

Property means all estates and other interests in any freehold, leasehold or other immovable property (including, without limitation, all Fixtures on such property) which are now, or at any time after the date of the Debenture become, the property of the Company, all proceeds of sale derived from such property and the benefit of all covenants to which the Company is entitled in respect of such property,

Receiver means any receiver appointed pursuant to the Debenture,

Rent means all rent and other sums, present or future, owing to the Company by any person occupying the whole or any part of the Property under any Occupational Lease including any penalties, fines or interest relating to any Taxes on such rent but excluding all amounts payable in respect of insurance, insurance rents, service charges, such Taxes and other sums and any other running costs,

Rights means all the Company's rights, title and interest from time to time in any lease, licence or occupational right whatsoever together with the entire benefit of all the Company's rights, title and interest from time to time in any renewal of, replacement of or variation to any such lease, licence or occupational right (including, without limitation, all its rights, title and interest in any Occupational Lease, agreement for any Occupational Lease and any associated agreements which may be granted by the Company or any person deriving title from the Company from time to time over or in respect of the whole or any part of the Property and any other properties (freehold or leasehold) in which the Company has an interest),

Scheduled Property means all the property short particulars of which are set out in Schedule 1 (*The Scheduled Property*) of the Debenture (if any), including, without limitation, all Fixtures on such property,

Secured Liabilities means all moneys, debts and liabilities from time to time due, owing or incurred by the Company to the Beneficiaries on any current or other account whatsoever pursuant to the Finance Documents, in each case, whether present or future, whether alone or jointly with any other person, whether actual or contingent, whether as principal or as surety, in whatsoever name, firm or style, in whatsoever currency denominated, or otherwise, including, without limitation, all liabilities in connection with foreign exchange transactions, accepting, endorsing or discounting notes or bills, under bonds, guarantees, indemnities, documentary or other credits or any instruments from time to time entered into by the Beneficiaries for or at the request of the Company together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed and all commission, fees, costs (including, without limitation, legal fees) on a full indemnity basis and other charges,

Security Trustee means The Royal Bank of Scotland plc,

Shares means all stocks, shares and other securities listed in Schedule 4 (*The Shares*) of the Debenture, or for which the stock or share certificates or other documents of title have from time to time been deposited by the Company with the Security Trustee or its Nominees or which are held to the order of the Security Trustee, in each case whether held in the United Kingdom or elsewhere and irrespective of whether in any such case the deposit was made or the certificates or other documents were received by the Security Trustee or its Nominees for the purposes of creating security, safe custody, collection or otherwise,

Subsidiary means a subsidiary within the meaning of Section 736 of the Companies Act 1985 and a subsidiary undertaking within the meaning of Section 258 of the Companies Act 1985,

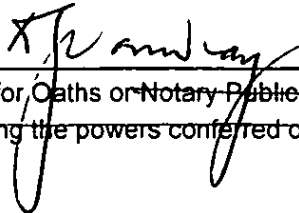
Syndicated Facilities Agreement means a syndicated facilities agreement in the agreed form to be entered into by (1) SBJ Group Limited (as parent), (2) the subsidiaries of SBJ Group Limited listed in Part 1 of Schedule 1 (as original borrowers), (3) the subsidiaries of SBJ Group Limited listed in Part 1 of Schedule 1 (as original guarantors), (4) RBS (as mandated lead arranger), (5) the financial institutions listed in Part 2

and Part 3 of Schedule 1 (as lenders), (6) RBS (as agent), (7) RBS (as security trustee) and (8) RBS (acting as agent for and on behalf of National Westminster Bank Plc as issuing bank), and

Tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same)

This is Annexure 4 referred to in Form 155(6)b declared by the directors of SBJ Holdings on 28/01 2007

Signed



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

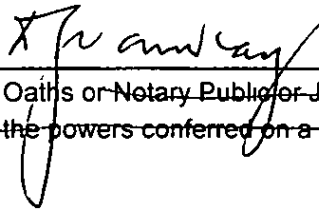
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LEGAL EXECUTIVE
HEXTALLS LLP
28, LEMAN STREET
LONDON E1 8ER

ANNEXURE 5

The amount of cash to be transferred to the person assisted is nil, but is subject to the Company's contingent liabilities to make advances pursuant to the Intra-Group Loan Agreement up to and including an amount of £58,000,000 (plus interest on such amount)

This is Annexure 5 referred to in Form 155(6)b declared by the directors of SBJ Holdings on 28/06 2007

Signed



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REPORT OF THE INDEPENDENT AUDITOR TO THE DIRECTORS OF SBJ HOLDINGS LIMITED ("THE COMPANY") PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985

We report on the attached statutory declaration of the directors dated 28 June 2007, prepared pursuant to the Companies Act, in connection with the proposal that the Company's subsidiary, SBJ Benefit Consultants Limited, should give financial assistance for the refinancing of the Company's credit facilities with The Royal Bank of Scotland plc

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 statutory declaration as to any of the matters mentioned in section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.



Deloitte & Touche LLP
Chartered Accountants and Registered Auditors

28 June 2007