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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

1111

2311781

Note

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

Name of company

* WTS GROUP LIMITED (the "Company")

* insert full name of company

* /We see rider 1

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

† delete as appropriate

~~the sole director~~ [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 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~~ 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: 1,426,640 "A" Ordinary Shares of 5 pence each and 356,660 "B" Ordinary Shares of 5 pence each

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

Cameron McKenna
Mitre House
160 Aldersgate Street
London
EC1A 4DD
DX 135316 BARBICAN 2
AMN.0Z1655.00014.50814176

For official Use
General Section

Post room



The assistance is to be given to: (note 2) _____
BRANDHOUSE LIMITED (Company number 3267039)

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 2

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

† delete as
appropriate

BRANDHOUSE LIMITED (Company Number 3267039)

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

see rider 3

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 £ See paragraph 3 in rider 3

The date on which the assistance is to be given is Within 8 weeks of the date hereof 19 _____

Please do not
write in this
margin

Please complete
legibly, preferably
in black type, or
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 Milne House, 160
Bridensgate Street, LONDON

the 8th day of April
one thousand nine hundred and 99

before me N. Z. O. C. B.

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

Declarants to sign below



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
37 Castle Terrace
Edinburgh
EH1 2EB

RIDER 1

WTS GROUP LIMITED (the "Company")

Company Number: 2311781

Form 155(6)(a)

Rider 1

Mark Wickens of 67 Bushwood Road, Kew, Surrey TW9 3BG and Paul Southgate of Top Flat, 142 Elgin Avenue, London W9 2NS

RIDER 2

WTS GROUP LIMITED

Company Number: 2311781

Form 155(6)(a)

Rider 2

- (a) a composite guarantee and debenture (the "RBS VCT Debenture") to be entered into by, amongst others, the Company and Wickens Tutt Southgate Limited ("Target") in favour of The Royal Bank of Scotland Plc (as agent for itself and Close Brothers Protected VCT Plc) (the "Agent");
- (b) a hive up agreement (the "Hive -Up Agreement") to be entered into by Brandhouse Limited and Target; and
- (c) a composite guarantee and debenture (the "Barclays Debenture") to be entered into by, amongst others, the Company in favour of Barclays Bank Plc ("Barclays")

RIDER 3

WTS GROUP LIMITED

Company Number: 2311781

Form 155(6)(a)

Rider 3

1. Under the Barclays Debenture:

1.1 the Company, inter alia:

1.1.1 covenants that it will on demand in writing made to it pay or discharge to Barclays all moneys and liabilities which shall for the time being (and whether on or at any time after such demand) be due owing or incurred by it to Barclays; and

1.1.2 covenants and guarantees that it will on demand in writing made to it pay or discharge to Barclays all moneys and liabilities which shall for the time being (and whether on or at any time after such demand) be due owing or incurred by any other Company (as defined therein) to Barclays;

in either case whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety including interest commission or other lawful charges and expenses which Barclays may in the course of its business charge in respect of any of the matters aforesaid;

1.2 the Company with full title guarantee thereby charges with the payment and discharge of all moneys and liabilities thereby covenanted to be paid or discharged by it:

1.2.1 by way of legal mortgage all the freehold and leasehold property of the Company the title to which is registered at H M Land Registry together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;

1.2.2 by way of legal mortgage all other freehold and leasehold property of the Company now vested in it (whether or not registered at H M Land Registry) together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;

1.2.3 by way of first fixed charge all future freehold and leasehold property of the Company together with all buildings fixtures (including trade

fixtures) and fixed plant and machinery from time to time thereon and all the goodwill and uncalled capital for the time being of the Company;

1.2.4 by way of first fixed charge all book debts and other debts now and from time to time due or owing to the Company;

1.2.5 by way of first floating charge all other the undertaking and assets of the Company whatsoever and wheresoever both present and future.

2. Under the RBS VCT Debenture:

each Charging Company (as defined therein):

2.1.1 guarantees to the Agent full, prompt and complete performance by each other Charging Company (as defined therein) of all of the Secured Obligations (as defined therein) owing by such Charging Company and the due and punctual payment of all the sums comprised in the Secured Obligations owing by each such Charging Company as and when they become due; and

2.1.2 undertakes to the Agent that if any of the other Charging Companies fails to pay any sum comprised in the Secured Obligations on its due date it will pay such sum on demand as if it instead of such other Charging Company were the principal obligor in respect of those Secured Obligations;

2.2 each Charging Company irrevocably and conditionally covenants with and guarantees to the Agent they will on demand pay to the Agent, perform and discharge such of the Secured Obligations (as defined therein) as are due but not paid together with an indemnity to the Agent from against all costs, charges, losses, expenses and damages;

2.3 each Charging Company covenants with the Agent to pay interest on and in respect of all amounts due under provisions detailed above;

2.4 each Charging Company as continuing security for all the respective liabilities and obligations detailed above charges to the Agent inter alia:

- (a) by way of first legal mortgage all the freehold and leasehold property (if any) vested in or charged to such Charging Company including, without limitation, the property specified in Schedule 2 thereto, together with all buildings and fixtures (including trade fixtures) at any time thereon;
- (b) by way of first fixed charge all other interests in any freehold or leasehold property vested in or charged to such Charging Company, the buildings and fixtures (including trade fixtures) at any time thereon, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land;
- (c) by way of first fixed charge all plant, machinery, computers, vehicles, office and other equipment and the benefit of all contracts, licences and warranties relating to the same including, without limitation, those specified in Schedule 4 thereto;
- (d) by way of first fixed charge all investments as defined therein, together with all Related Rights from time to time accruing thereto;
- (e) by way of first fixed charge all rights and interests of such Charging Company, in and claims under, the Insurances (as defined therein) and all proceeds thereof held by, or written in favour of, such Charging Company or in which such Charging Company is otherwise interested;
- (f) by way of first fixed charge all Receivable (or defined therein);
- (g) by way of first fixed charge all monies standing to the credit of such Charging Company from time to time on any and all accounts with any bank, financial institution, or other person;
- (h) by way of first fixed charge all Intellectual Property (as defined therein);
- (i) by way of first fixed charge the benefit of all licences, consents, agreements and authorisations held or utilised by such Charging Company in connection with its business or the use of any of its assets;
- (j) by way of first fixed charge all the goodwill and uncalled capital of such Charging Company;
- (k) by way of first fixed charge all the Group Shares (as defined therein) together with all the Related Rights from time to time accruing thereto;

- (l) by way of first fixed charge the benefit of all representations, undertakings, warranties and indemnities granted in favour of such Charging Company under or pursuant to the Acquisition Documents (as defined therein) and the right to recover and receive all damages and/or compensation which may be payable to it in respect of them;
 - (m) with full title guarantee in favour of RBSVCT by way of first floating charge all its assets and undertaking whatsoever and wheresoever situated both present and future (not otherwise charged), including, without prejudice to the generality of the foregoing, heritable property and all other property and assets in Scotland.
- 3. Under the Hive-Up Agreement, Target agrees, amongst other things, to hive up all its assets to Brandhouse Limited for the consideration detailed therein.

Smith & Williamson

Chartered Accountants

No 1 Riding House Street London W1A 3AS
Telephone 0171 637 5377 Fax 0171 631 0741 Dx 53810 Oxford Circus North

WT001/A-GAM

8 April 1999

The Directors
WTS Group Limited
10A Frederick Close
London
W2 2HD



Dear Sirs

REPORT OF THE AUDITORS TO THE DIRECTORS OF WTS GROUP 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 8 April 1999 in connection with the proposal that the Company should give financial assistance for the purchase of shares in Brandhouse Limited, the Company's proposed new parent company.

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

Yours faithfully

A handwritten signature in dark ink, appearing to read 'Smith & Williamson', written in a cursive style.

Smith & Williamson

A list of partners' names may be inspected at the above address

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