

**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

2424914

Name of company

*Insert full name
of company

* HLM ARCHITECTS LIMITED

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

†Insert name(s) and
address(es) of all
the directors

†We†

DAVID MUIR CAFFERTY of Brunswick Villa, 3 Burnside Close, Twickenham TW1 1ET
JOHN RUSSELL FERGUSON of Hillfoot Cottage, Hillfoot Road, Totley, Sheffield,
South Yorks S17 4AP

RODERICK CHARLES FRASER of Hampton Lodge, The Green, Hampton Court, Surrey
KT8 9BP

CHRISTOPHER DUNBAR LIDDLE of Thorn Cottage, Binton Lane, Seale, Farnham,
Surrey GU10 1LG

LESLIE HUNTER WELCH of 70 Holmdale Road, Teddington, Middlesex TW11 9LG

§Delete as
appropriate

~~the sole director~~ [all the directors]§ of the above company (hereinafter called 'this company') do
solemnly and sincerely declare that:

The business of this 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 ‡

This company is [the] [a] holding company of* HLM Design Limited

which is

proposing to give financial assistance in connection with the acquisition of shares
in [this company]‡

~~the holding company of this company~~ ‡

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

Radcliffes
5 Great College Street
Westminster SW1P 3SJ
DX 113 LDE

For official use
General Section



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

Please do not
write in
this margin

The number and class of the shares acquired or to be acquired is: 608,000 Ordinary
Shares of £0.25 each

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

The assistance is to be given to: (note 2)

GA Design International (Holdings) Ltd the registered office of which is at
2nd Floor, Lyme House Studios, 30-31 Lyme Street, London NW1 0EE

The assistance will take the form of:

1. The execution by HLM Design Limited ("the Subsidiary") of a Guarantee in favour of Bank of Scotland ("the Guarantee").
2. The execution by HLM Design Limited ("the Subsidiary") of a Debenture giving fixed and floating charges over the assets in favour of the Bank of Scotland ("the Debenture").

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

*Delete as
appropriate

GA Design International (Holdings) Ltd

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

Please see Exhibit 1 attached.

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 £ NIL

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

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

The date on which the assistance is to be given is ^{within 8 weeks of the date of this declaration}

~~1/~~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) ~~1/~~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)

(b) ~~It is intended to commence the winding-up of this company within 12 months of that date and 1/ we 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 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 5 Great College St,
London

on

Day	Month	Year
18	12	2001

before me

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

(J. GORDON
SOLICITOR)

Declarants to sign below

[Signature]

[Signature]

[Signature]

[Signature]

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
37 Castle Terrace
Edinburgh
EH1 2EB

EXHIBIT 1

The principal terms on which assistance will be given are:

THE GUARANTEE

Pursuant to the Guarantee the Subsidiary will guarantee the unconditional payment or discharge of the Secured Liabilities (as defined below) and shall on demand in writing pay or discharge them to the Bank of Scotland. The "Secured Liabilities" means all or any monies and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner by GA Design International (Holdings) Ltd and the other companies within the definition of the "Principal" in the Guarantee to the Bank of Scotland whether actually or contingently and whether incurred solely, severally or jointly and whether as principal or surety and whether on account of money advanced, bills of exchange, promissory notes, guarantees, indemnities or otherwise, including interest, discount, commission and other lawful charges or expenses which the Bank of Scotland may in the course of its business charge or incur, together with:-

(on a full indemnity basis) all costs and expenses (including without limitation legal costs) recoverable by the Bank of Scotland from GA Design International (Holdings) Ltd, and the other companies within the definition of the "Principal" in the Guarantee;

(on a full indemnity basis) all costs and expenses (including without limitation legal costs) charged or incurred by the Bank of Scotland in perfecting or in or about the recovery or attempted recovery of money due to the Bank of Scotland under the Guarantee; and

interest calculated and accruing daily from demand in accordance with the usual Bank of Scotland rates and practice on the above.

THE DEBENTURE

Pursuant to a Debenture charging by way of legal mortgage all freehold and leasehold property vested at the date of the Debenture in the Subsidiary and giving fixed and floating charges over the Subsidiary's present and future assets in favour of the Bank of Scotland, the Subsidiary covenants that it will on demand in writing pay or discharge the Secured Liabilities. The "Secured Liabilities" means all or any monies and liabilities which will from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Bank of Scotland by the Subsidiary, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not the Bank of Scotland shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which the Bank of Scotland may in the course of its business charge or incur in respect of any of those matters or for keeping the Subsidiary's account, and so that interest shall be computed and compounded according to the usual Bank of Scotland rates and practice as well after as before any demand made or decree obtained under the Debenture.

This is the Exhibit referred to in the Statutory Declaration of:

David Muir Cafferty of Brunswick Villa, 3 Burnside Close, Twickenham, TW1 1ET
John Russell Ferguson of Hillfoot Cottage, Hillfoot Road, Totley, Sheffield, South Yorks S17 4AP
Roderick Charles Fraser of Hampton Lodge, The Green, Hampton Court, Surrey KT8 9BP
Christopher Dunbar Liddle of Thorn Cottage, Binton Lane, Seale, Farnham, Surrey GU10 1LG
Leslie Hunter Welch of 70 Holmdale Road, Teddington, Middlesex TW11 9LG

ROB/HL0003/taw

The Directors
HLM Architects Limited
1 Old Lodge Place
St Margarets
Twickenham
Middlesex
TW1 1RQ

18 December 2001

Dear Sirs

REPORT OF THE AUDITORS TO THE DIRECTORS OF HLM ARCHITECTS LIMITED

Pursuant to Section 156(4) Companies Act 1985

We have examined the attached statutory declaration on Form 155(6)b of the directors of HLM Architects Limited (the "Company"), the holding company of HLM Design Limited dated 18 December 2001 in connection with the proposal that HLM Design Limited should give financial assistance for the acquisition of the Company's shares.

Basis of Opinion

We have enquired into the state of the Company's affairs to review the basis 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

Chantrey Vellacott DFK

CHANTREY VELLACOTT DFK