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COMPANIES FORM No. 155(6)b

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

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

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

* insert full name
of company

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

† delete as
appropriate

§ delete whichever
is inappropriate

Pursuant to section 155(6) of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

2529290

Name of company

* LANBASE EUROPEAN HOLDINGS LIMITED

†/We § SEE ANNEXURE 1

~~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:

~~(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* LANBASE 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) :

Travers Smith Braithwaite
10 Snow Hill
London
EC1A 2AL

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

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) WORKPLACE TECHNOLOGIES PLC (COMPANY NUMBER 3076222) OF ANTELOPE HOUSE, GATES WAY, STEVENAGE, HERTS

The assistance will take the form of:

SEE ANNEXURE 3

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

WORKPLACE TECHNOLOGIES PLC

† delete as appropriate

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 £ 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

within the period of 8 weeks from the
date of this declaration

The date on which the assistance is to be given is

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*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) *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 I/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.

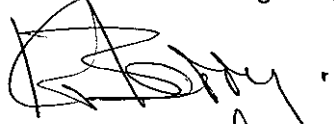
Declared at 10 Snow Hill
London EC1

the 23rd day of November
one thousand nine hundred and ninety-eight

before me R. S. G. L.

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


L. Need
Donald M. Kew
S. J. Stevens

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
Companies House
37 Castle Terrace
Edinburgh
EH1 2EB

LanBase European Holdings Limited - Form G155(6)b

Annexure 1

Keith Joseph Berry of Copt Heath, Hermitage Road, Cold Ash, Newbury, Berkshire RG16 9JN;
Leslie John Needs of 24 Bitterne Close, Kempshott, Basingstoke, Hampshire, RG22 5JA; Donald
Macaulay Kerr of Woolhampton Court, Woolhampton, Reading, Berkshire RG7 5ST and Shane
Stevens of The Barn, Adbury Park Farm, Newbury, Berkshire RG12 7YD

LanBase European Holdings Limited - Form G155(6)b

Annexure 2

100,704 A ordinary shares of 40p each; 147,525 B ordinary shares of 40p each; 47,383 C ordinary shares of 40p each and 26,827 D ordinary shares of 40p each.

LanBase European Holdings Limited - Form G155(6)b

Annexure 3

The execution, delivery and performance by LanBase Limited ("the Subsidiary") of:-

1. a composite accounting agreement ("the CAS Agreement") to be granted by Workplace Technologies PLC ("the Buyer"), the Subsidiary, LanBase European Holdings Limited ("the Parent") and Workplace Technologies (Ireland) Limited ("Ireland") in favour of Barclays Bank PLC ("the Bank");
2. a guarantee ("the Guarantee") to be granted by the Subsidiary in favour of the Bank;
3. a debenture ("the Debenture") to be granted by the Subsidiary in favour of the Bank;
4. an intra-group loan agreement ("the Group Loan Agreement") to be entered into by the Buyer, the Parent and the Subsidiary;
5. a facilities agreement ("the Facilities Agreement") to be entered into by the Buyer, the Parent, the Subsidiary and the Bank in its capacities as original Bank, guaranteeing bank, agent and security trustee.

LanBase European Holdings Limited - Form G155(6)b

Annexure 4

1. The principal terms on which the assistance will be given under the CAS Agreement are that the Subsidiary irrevocably authorises the Bank in its sole discretion to pay and apply any monies standing to the credit of the Subsidiary upon current account directly in or towards repayment of the indebtedness to the Bank of the Subsidiary, the Parent, Ireland, the Buyer or any other member of the Group of which the Buyer is the holding company from time to time.
2. The principal terms on which the assistance will be given under the Guarantee are:
 - (i) The Subsidiary guarantees the payment or discharge to the Bank and undertakes, on demand in writing made on the Subsidiary, to pay or discharge to the Bank all monies and liabilities which shall for the time being be due owing or incurred by the Buyer to the Bank whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety including interest commission and other lawful charges and expenses which the Bank may in the course of its business charge in respect of the Bank giving time credit and/or banking facilities and accommodation to the Buyer or for keeping the Buyer's account (including any further advances made by the Bank to the Buyer and any other liabilities of the Buyer to the Bank during the three month period of notice on which the Subsidiary's liability to the Guarantee may be terminated) together with such further sum for interest (whether or not the same shall have been compounded) and banking and other charges accruing due to the Bank from the Buyer before or after the date of demand or expiration of the aforementioned notice and not debited to the Buyer's account at such date and all costs and expenses recoverable by the Bank from the Buyer.
 - (ii) The Guarantee is to be a continuing security to the Bank notwithstanding any settlement of account or other matter or thing whatsoever.
 - (iii) The Subsidiary agrees that any sums of money advanced to the Buyer or due owing or incurred by the Buyer to the Bank shall be recoverable from the Subsidiary as sole or principal debtor even if such sums are not otherwise recoverable from the Buyer or from the Subsidiary.
3. The principal terms on which the assistance will be given under the Debenture are:
 - (i) The Subsidiary covenants that it will on demand in writing made to it pay or discharge to the Bank all moneys and liabilities which shall from the date of the Debenture and thereafter (and whether on or at any time after such demand) be due owing or incurred by it to the Bank whether actually or contingently and

whether solely or jointly with any other person and whether as principal or surety and including interest discount commission or other lawful charges and expenses which the Bank may in the course of its business charge in respect of any of the matters aforesaid or for keeping the Subsidiary's accounts and so that interest shall be computed and compounded according to the usual mode of the Bank as well after as before any demand made or judgment obtained hereunder.

(ii) The Subsidiary with full title guarantee charges with the payment and discharge of all moneys and liabilities covenanted in the Debenture to be paid or discharged by it:-

- (a) by way of legal mortgage all the freehold and leasehold property of the Subsidiary the title to which is registered at HM Land Registry and which is described in the Debenture together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;
- (b) by way of legal mortgage all other freehold and leasehold property of the Subsidiary vested in it at the date of the Debenture (whether or not registered at HM Land Registry) together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;
- (c) by way of first fixed charge all future freehold and leasehold property of the Subsidiary 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 Subsidiary;
- (d) by way of first fixed charge all book debts and other debts now and from time to time due or owing to the Subsidiary;
- (e) by way of first floating charge all other the undertaking and assets of the Subsidiary whatsoever and wheresoever both at the date of the Debenture and thereafter but so that the Subsidiary is not to be at liberty to create any mortgage or charge upon and so that no lien shall in any case or in any manner arise on or affect any part of the said premises either in priority to or pari passu with the floating charge created by the Debenture and further that the Subsidiary shall have no power without the consent of the Bank to part with or dispose of any part of such premises except by way of sale in the ordinary course of its business.

(iii) The Subsidiary shall on demand in writing made to it by the Bank at its own cost execute a valid legal mortgage of any freehold and leasehold properties

acquired by it after the date of the Debenture and the fixed plant and machinery thereon to secure the payment and discharge to the Bank of the moneys and liabilities secured by the Debenture such legal mortgage to be in such form as the Bank may require.

- (iv) The security constituted by the Debenture shall be a continuing security to the Bank notwithstanding any settlement of account or other matter or thing whatsoever and shall be without prejudice and in addition to any other security whether by way of mortgage equitable charge or otherwise howsoever which the Bank may at the date of the Debenture or any time thereafter hold on the property of the Subsidiary or any part thereof for or in respect of the moneys secured by the Debenture or any of them or any part thereof respectively.
- 4. The principal terms on which the assistance will be given under the Group Loan Agreement are that the Subsidiary undertakes to provide to the Buyer a loan facility of up to the Facilities Limit (as defined therein) when aggregated with other loans provided to the Buyer under the Group Loan Agreement by the Parent.
- 5. The principal terms on which the assistance will be given under the Facilities Agreement are that the Subsidiary will make certain representations and covenants to the Bank and agree that the Bank will have the right to set off any liabilities the Bank owes to the Subsidiary against any liabilities owed by any of the other companies party to the Facilities Agreement to the Bank after demand for payment has been made under the Facilities Agreement.



**REPORT OF THE AUDITORS TO THE DIRECTORS OF LANBASE
EUROPEAN HOLDINGS LIMITED ("THE COMPANY") PURSUANT TO
SECTION 156(4) OF THE COMPANIES ACT 1985**

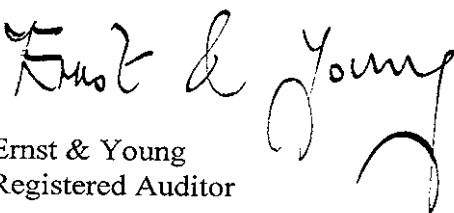
We have examined the attached statutory declaration of the directors dated 23 November 1998 in connection with the proposal that the Company's subsidiary undertaking, LanBase Limited, should give financial assistance for the purchase of the issued share capital of the Company.

Basis of opinion

We have enquired into the state of affairs of the Company and LanBase Limited so far as necessary for us 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 statutory declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all of the circumstances.


Ernst & Young
Registered Auditor

23 November 1998