

155 (6)b

G

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

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



02567714

Note

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

* insert full name
of company

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

Name of company

* Bravado Group Limited

~~W~~We d Michael Trevor Cass of 63 Evelyn Drive, Pinner, Middlesex HA5 4RL

Hywel Hadley Davies of 2B Florence Road, London W5 3TX

Barry Michael Drinkwater of 61 The Gallop, Sutton, Surrey SM2 5SA

Keith Alan Drinkwater of ABC House, Hurtmore Road, Godalming, Surrey GU7 2DY

† delete as
appropriate

~~the sole director~~ [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) ~~that of a recognised bank or licensed institution within the meaning of the Banking Act 1979 §~~
(b) ~~that 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 * BMS (Mail Order) Limited

which is

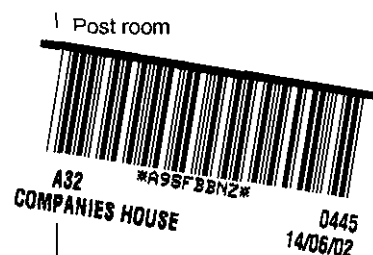
proposing to give financial assistance in connection with the acquisition of shares in [this company]

Bravado Group Limited

~~the holding company of this company~~ †

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

For official Use
General Section



The assistance is for the purpose of ~~[the 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 600,000 ordinary 1p shares
is:

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

The assistance is to be given to: (note 2) The Sanctuary Group Plc whose registered
office is at Sanctuary House, 45-53 Sinclair Road, London W14 0NS

The assistance will take the form of:

Please see Appendix A attached.

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

The Sanctuary Group Plc whose registered office is at Sanctuary House, 45-53
Sinclair Road, London W14 0NS

[†] delete as
appropriate

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

Please see Appendix B 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 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)

(b) ~~It is intended to commence the winding up of the company within 12 months of that date and~~
~~X/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) xxx~~

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 45-53 Sinclair Road
London W14 0NS

Declarants to sign below

Day Month Year
on

22	04	2002
----	----	------

before me

Setham B Wilson

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
DX: 33050
Cardiff

or, for companies registered in Scotland:-

The Registrar of Companies
Companies House
37 Castle Terrace
Edinburgh
EH1 2EB
DX: 235
Edinburgh

APPENDIX A

FORM 155(6)(b)

BRAVADO GROUP LIMITED

(Company No. 2567714)

In Appendix A and Appendix B of this Statutory Declaration the following expressions have, unless otherwise defined, the following meanings:

"the Act"	means the Companies Act 1985;
"Borrower"	The Sanctuary Group Plc;
"BoS"	The Governor and Company of the Bank of Scotland;
"BoS Documents"	means this Facility Letter, the Security Documents, any agreement for Working Capital and all documents supplemental to any of them and any other document entered into from time to time between BoS and any Group Company;
"Charged Assets"	means all property and assets from time to time charged by or pursuant to the Composite Guarantee and Debenture;
"Charged Shares"	means all shares specified in Schedule 3, together with all other stocks, shares, debentures, bonds, warrants, coupons or other securities and Investments owned by any Charging Company;
"Charging Companies"	means each Initial Charging Company, each New Charging Company and any other company which may from time to time enter into Security Documents (each a "Charging Company");
"Collections Accounts"	has the meaning ascribed to it in clause 11.1.2 of the Composite Guarantee and Debenture;
"Company"	BMS (Mail Order) Limited;
"Composite Guarantee and Debenture"	means the guarantee and debenture of even date and executed by the Charging Companies in favour of BoS;
"Default Rate"	means the rate which is two per cent (2%) per annum over the rate at which interest is paid on the Facilities under the Facility Letter;

“Facilities”

means the Term Loan and the Revolving Credit;

“Facility Letter”

means the Facility Letter of 26 October 1998 and made between the Borrower (1) and BoS (2) pursuant to which BoS has agreed to make certain facilities available to the Borrower and others as the same may be amended and/or restated from time to time including as amended by the Supplemental Agreements;

“Fourth Supplemental Agreement”

means the fourth supplemental agreement amending a facility letter dated 26th October 1998 entered into between the Borrower (1) and BoS (2) together with all other documents to be executed or delivered in accordance with the terms thereof;

“Group Companies”

means at any time the Borrower and its Subsidiaries at such time (each a **“Group Company”**);

“Initial Charging Companies”

means each of the companies who have previously given security and guarantees in favour of BoS as listed in Part 1 of Schedule 8 to the Fourth Supplemental Agreement (each an **“Initial Charging Company”**);

“Insurances”

means the policies of insurance in which a Charging Company has an interest from time to time;

“Intellectual Property Rights”

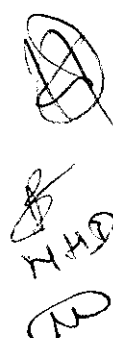
means patents, patent applications, trade marks, community trade marks, service marks, trade names, brand names, registered designs, copyright and all other industrial and intellectual property rights;

“Investments”

means shares, certificates of deposit, debentures and other investments as defined in Part II of Schedule II of the Financial Services and Markets Act 2000;

Monies and Liabilities”

means all monies and liabilities which are or shall be due owing or incurred to BoS by the Company whether actually or contingently and whether presently or in the future and whether solely or jointly with any other person and whether as principal or surety or in any way whatsoever (including without limitation monies payable under clause 25 of the Composite Guarantee and Debenture) including (as well after as before any demand made or judgement obtained) interest discount commission and other lawful charges and expenses computed and compounded from time to time in accordance with the terms agreed between the Company and BoS relating thereto (if any) and in the

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absence of any such agreed terms computed and compounded from time to time according to the then current practice of BoS (but so that interest shall be computed at the rate of three per cent per annum over BoS's Base Rate from time to time ruling);

New Charging Companies"

means each of the companies as listed in Part II of schedule 8 to the Fourth Supplemental Agreement;

"New Legal Charges"

means the legal charges to be entered into by Ted D. Bear Limited in respect of its freehold property at Units 3 and 4 Trinity Mews, Cambridge Road, London W10 6UA and by Strawhand Limited in respect of its freehold property at 12 Deer Park Road, London SW19 3FB;

"Receivables"

means:

- (a) all present and future book and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts recoverable or receivable by any Charging Company from other persons or due or owing to such Charging Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever);
- (b) the benefit of all rights and remedies relating to any of the foregoing including, without limitation, claims for damages and other remedies for non-payment of the same, all entitlements to interest, negotiable instruments, guarantees, indemnities, Security Rights, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights; and
- (c) all proceeds of any of the foregoing;

"Related Rights"

means, in relation to any Investments or Charged Shares, all dividends, distributions and other income paid or payable on the relevant Investment or Charged Shares (as the case may be), together with (a) all shares or other property derived from the relevant Investment or Charged Shares (as the case may be) and (b) all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to the relevant Investment or Charged Shares (whether by way of conversion, redemption, bonus, preference, option or otherwise);

“Revolving Credit”

means the revolving credit facility in the aggregate maximum amount of £20,000,000 given under this Facility Letter reducing in accordance with clause 4.5.2 and the amount of it outstanding at any time and the terms attaching to it as these may be varied by further agreement between the Borrower and BoS;

“Secured Obligations”

means:-

- (a) all present and future obligations and liabilities (whether actual or contingent and whether owned jointly or severally or in any other capacity whatsoever) of each Charging Company to the Bank under the BoS Documents to which such Charging Company is a party;
- (b) all reasonable costs, charge and expenses properly incurred by the Bank in connection with the preparation and negotiation of the BoS Documents; and
- (c) all costs, charges and expenses incurred by the Bank in connection with the protection, preservation or enforcement of its rights under any BoS Document;

provided that insofar as ASV Limited only is concerned the Secured Obligations shall not include the ASV Loan or any costs charges or expenses incurred in relation to it and provided that no obligation or liability shall be included in the definition of “Secured Obligations” to the extent that, if it were so included, this Composite Guarantee and Debenture (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985;

“Security Documents”

means the guarantees and debentures granted to BoS by the Charging Companies prior to the date hereof, the Composite Guarantee and Debenture and the New Legal Charges and any other security granted to BoS (each a “**Security Document**”);

“Security Right”

means any mortgage, charge, security, pledge, lien, right of set-off, right to retention of title or other encumbrance, whether fixed or floating, over any present or future property, assets or understanding;

“Supplemental Agreements”

means the supplemental agreements dated 10 May

1999, 11 August 2001, 1 October 2001 and 28 February 2002, all amending the Facility Letter;

"Term Loan"

means Tranche A Term Loan and the Tranche B Term Loan;

"Term Loan Facility"

means the term loan facility, made available by BoS pursuant to the Fourth Supplemental Agreement to the Borrower, in the maximum aggregate principal amount of £20,000,000;

"Tranche A Term Loan"

means the term loan in the maximum aggregate amount of £19,246,587.35 given under this Facility Letter and the amount of its outstanding at any time and the terms attaching to it as these may be varied by further agreement between the Borrower and BoS;

"Tranche B Term Loan"

means the term loan in the maximum aggregate amount of £753,412.65 given under this Facility Letter and the amount of its outstanding at any time and the terms attaching to it as these may be varied by further agreement between the Borrower and BoS;

"Working Capital"

means a loan for working capital purposes and other ancillary facilities at any time given to a Group company by BoS and the amount of it outstanding at any time and the agreement evidencing it;

"Working Capital Facility Letter"

means any letter and any other document from time to time in force from BoS to the Borrower and certain of its subsidiaries for the time being, regulating the terms of the Working Capital;

1. The Composite Guarantee and Debenture in favour of BoS which creates, inter alia, fixed and floating charges over all of the Charging Companies' assets and undertakings and which shall secure facilities granted to the Borrower, inter alia, for the purpose of the acquisition of Bravado Group Limited.

This is the Appendix A referred to in the Form 155(6)(b) declared by the directors of Bravado Group Limited on 22nd April 2002. Before me


Graham B. Wilson
Solicitor
at 45-53 Sinclair Road
London W14 0NS

APPENDIX B

FORM 155(6)(b)

BRAVADO GROUP LIMITED

(Company No. 02567714)

1. By executing the Composite Guarantee and Debenture the Company inter alia:-
 - 1.1 as principal obligor irrevocably and unconditionally (but subject to and with the benefit of the provisions set out in Schedule 2 to the Composite Guarantee and Debenture):
 - 1.1.1 guarantees to BoS full, prompt and complete performance by each other Charging Company of all of the Secured Obligations 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;
 - 1.1.2 undertakes to BoS 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; and
 - 1.1.3 undertakes to indemnify BoS as an additional and independent obligation against all losses, damages, costs and expenses incurred by BoS arising from any failure by any of the other Charging Companies to pay the sums comprised in the Secured Obligations as and when they fall due.
 - 1.2 as principal obligor and not merely as surety, covenants with BoS that it will pay or discharge on demand the Secured Obligations as and when they fall due. Any such amount not paid when due shall bear interest (as well after as before judgment and payable on demand) at the Default Rate or such other rate as may be applicable under the Working Capital Facility Letter from the due date until the date such amount is unconditionally and irrevocably paid and discharged in full; and
 - 1.3 as a continuing security for the payment of the Secured Obligations, charges and agrees to charge with full title guarantee in favour of BoS the following amounts which are at any time owned by the Company or in which the Company is interested as security for the discharge of the Monies and Liabilities:-
 - 1.3.1 by way of first legal mortgage all the freehold and leasehold property (if any) vested in or charged to it including, without limitation, the property specified in together with all buildings and fixtures (including trade fixtures) at any time thereon;

- 1.3.2 by way of first fixed charge all other interests (not being charged by clause 4.1.1 of the Composite Guarantee and Debenture) in any freehold or leasehold property vested in or charged to it, 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;
- 1.3.3 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;
- 1.3.4 by way of first fixed charge all Investments, together with all Related Rights from time to time accruing thereto;
- 1.3.5 by way of first fixed charge all rights and interests of it in, and claims under, the Insurances and all proceeds thereof held by, or written in favour of it or in which it is otherwise interested;
- 1.3.6 by way of first fixed charge all its right, title, interest and benefit in and to the Collections Accounts, all monies standing to the credit of the Collections Accounts, all interest accrued on monies standing to the credit of the Collections Accounts and all of its rights to repayment of any of the foregoing;
- 1.3.7 by way of first fixed charge all monies standing to its credit from time to time on any and all accounts with any bank, financial institution, or other person;
- 1.3.8 by way of first fixed charge all Intellectual Property Rights;
- 1.3.9 by way of first fixed charge the benefit of all licences, consents, agreements and authorisations held or utilised by it in connection with its business or the use of any of its assets;
- 1.3.10 to the extent not effectively assigned under clause 4.2 of the Composite Guarantee and Debenture, by way of first fixed charge all Receivables;
- 1.3.11 by way of first fixed charge all the goodwill and uncalled capital of such Charging Company; and
- 1.3.12 by way of first fixed charge all the Charged Shares together with all the Related Rights from time to time accruing thereto.
- 1.4 as a continuing security for the payment of the Secured Obligations, with full title guarantee, assigns and agrees to assign absolutely in favour of BoS all the rights, title, interest and benefit to such Charging Company in and to the Receivables, except to the extent that it is prohibited under the terms of any Receivable, to do so.
- 1.5 as further continuing security for the payment of the Secured Obligations with full title guarantee in favour of BoS by way of first floating charge all its assets and undertaking whatsoever and wheresoever situated both present and future not effectively charged by way of first fixed mortgage or charge pursuant to the

provisions of clause 4.1 of the Composite Guarantee and Debenture, including, without prejudice to the generality of the foregoing, heritable property and all other property and assets in Scotland.

1.6 undertakes that it shall not without the prior written consent of BoS (save as permitted by the Facility Letter):-

1.6.1 create or permit to subsist any Security Right (other than a Permitted Security Right, as defined in the Fourth Supplemental Agreement) upon any of the Charged Assets; and

1.6.2 sell, transfer, lease, lend or otherwise dispose of, whether by a single transaction or a number of transactions and whether related or not, the whole or any part of the Charged Assets save for a Permitted Disposal (as defined in the Fourth Supplemental Agreement.)

This is the Appendix B referred to in the Form 155(6)(b) declared by the directors of Bravado Merchandising Services Limited on 22nd April 2002. *Before me*

Graham B Wilson

Solicitor

*at 45-53 Sinclair Road
London W14 0NS*

BOARD MEMORANDUM
OF
BRAVADO GROUP LIMITED

Memorandum given in connection with the proposed arrangements whereby BMS Mail Order ("the Company") will give financial assistance for the acquisition of shares in Bravado Merchandising Services Limited and its ultimate holding company, Bravado Group Limited, particulars of which are given in the statutory declaration made by the directors this day pursuant to section 155(6) of the Companies Act 1985 (the "Act").

1. As at the close of business on ¹⁴ April 2002 the aggregate of the Company's assets as stated in its accounting records exceeds the aggregate of its liabilities as so stated.
2. From our knowledge of events since that date and of the likely course of the Company's business the directors have formed the opinion that the aggregate of the Company's assets will exceed the aggregate of its liabilities immediately before the proposed financial assistance is given and:-

EITHER

that the giving of such financial assistance will not reduce the net assets of the Company

OR

That the amount by which the giving of such financial assistance will reduce the net assets of the Company will not exceed the distributable profits of the Company as determined on the basis of its last annual accounts made up to ^{31st December} 2000 (and after taking account of distributions made since that date).



CHAIRMAN (for and on behalf of all the directors)

Dated the 22nd day of April 2002



BAKER TILLY

2 Bloomsbury Street
London WC1B 3ST
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DX : 1040 London/Chancery Lane
www.bakertilly.co.uk

**AUDITORS' REPORT TO THE DIRECTORS OF BRAVADO GROUP LIMITED
PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985**

We have examined the attached statutory declaration of the directors dated 22 April 2002 in connection with the proposal that BMS (Mail Order) Limited should give financial assistance for the purchase of the whole of the company's issued share capital.

Basis of opinion

We have enquired into the state of the company's affairs in order to review the basis of 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.

BAKER TILLY

Registered Auditor
Chartered Accountants
2 Bloomsbury Street
London WC1B 3ST

22 April 2002



BAKER TILLY
INTERNATIONAL

Lists of offices and partners' names are available at the above address.

Baker Tilly is registered to carry on audit work and regulated for a range of investment business activities by the Institute of Chartered Accountants in England and Wales.