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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  
marginPlease complete  
legibly, preferably  
in black type, or  
bold block letteringNote  
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

For official use

Company number



02820560

Name of company

\* BUILDING AND PROPERTY MANAGEMENT SERVICES LIMITED

x/We† MICHAEL DARROCH of 35 Harringay Road, London N15 3JB,

CLIVE GROOM of 5 West Warwick Place, London SW1V 2DL,

MICHAEL SWINYARD of 2 Willow Way, Godstone, Surrey RH9 8NQ, and

BRIAN TAYLOR of Cavourne, Firs Rd., Kenley, Surrey CR8 5LG

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

The business of the 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\* UNICORN CONSULTANCY SERVICES LIMITED

(the "Subsidiary")

which is

proposing to give financial assistance in connection with the acquisition of shares

in [this company] [ (See Schedule 1) ]

the holding company of this company.‡

Presentor's name, address and  
reference (if any):Clifford Chance  
200 Aldersgate Street  
London  
EC1A 4JJ

For official use

General Section

KLO \*K16N00PF\* 1566  
COMPANIES HOUSE 05/09/96

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 Schedule 1)

The assistance is to be given to: (note 2) PYTHONPARK LIMITED  
of 19-23 Blackfriars Road, London SE1

The assistance will take the form of:

(See Schedule 2)

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

PYTHONPARK LIMITED of 19-23 Blackfriars Road, London SE1

†Delete as appropriate

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

(See Schedule 2)

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 £ up to £85,160,000

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

The date on which the assistance is to be given is on or before 30 September 19 96

I/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) [I/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)

\*Delete either (a) or  
(b) as appropriate

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

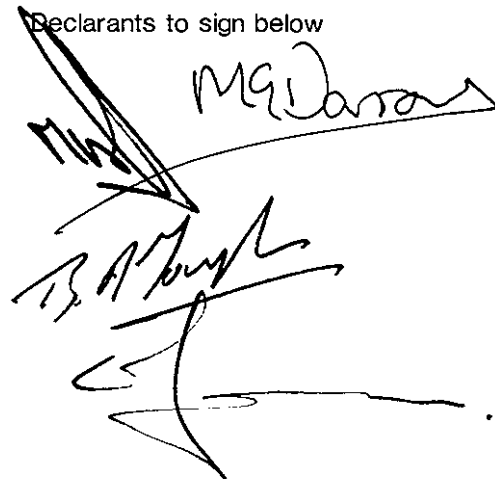
Declared at 20 Canonile Street  
London

the 24th day of August  
One thousand nine hundred and ninety six

before me Sheila Connell Paul Connell

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.

## SCHEDULE 1

### Company whose shares are to be acquired

Building and Property Management Services Limited  
19-23 Blackfriars Road  
London  
SE1 8NY

### Shares acquired

2 Deferred Shares of £1 each and 6,158 Ordinary Shares of \$0.01 each

Handwritten signatures and initials in the bottom right corner. There are three distinct signatures: one on the left, one in the middle, and one on the right. The signature on the right is the most prominent and appears to be 'John [unclear]'. There are also some initials and scribbles above and around the signatures.

## SCHEDULE 2

### Part 1

The assistance will take the form of the execution, delivery and performance by the Subsidiary of:

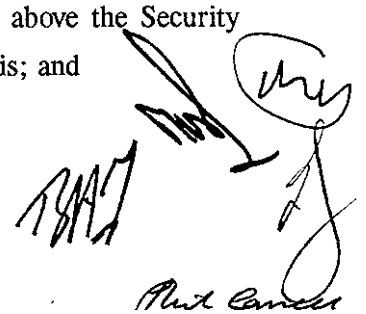
1. a guarantee and debenture (the "Security Document") in favour of The Governor and Company of the Bank of Scotland as security trustee (the "Security Trustee") for the Secured Parties as defined in a credit agreement to be entered into by Pythonpark Limited, the Banks and The Governor and Company of the Bank of Scotland as Facility Agent and Security Trustee, and Indemnity Bank (as defined therein) (the "Credit Agreement").
  - (a) the Subsidiary grants fixed and floating charges over all its properties, assets and undertaking in favour of the Security Trustee as security for the obligations of the Subsidiary to any of the Secured Parties (as defined in the Credit Agreement) under or pursuant to any of the Financing Documents (as defined in the Credit Agreement) including, inter alia, the Security Document and the Credit Agreement; and
  - (b) the Subsidiary guarantees to the Security Trustee as agent and trustee for the Secured Parties (as defined in the Credit Agreement) the obligations of any of the Borrowers (as defined in the Credit Agreement but excluding the Subsidiary) under or pursuant to the terms of the Financing Documents (as defined in the Credit Agreement) including, inter alia, the Credit Agreement; and
2. an inter-company loan agreement between Pythonpark Limited as borrower and inter alia, the Subsidiary and its subsidiary as lenders, under which the Subsidiary and the other lenders agree to make advances to Pythonpark Limited at the time and in the amount specified by Pythonpark Limited provided that:
  - (a) the total of all the lender's advances would not exceed £85,160,000; and
  - (b) no advance could be made by a lender if that lender's board determined at that time that the lender was insolvent or would or might be insolvent as a result of making the loan or that making the loan would prejudice the lender's ability to pay its debts as they fall due.

(the "Inter-Company Loan Agreement").

3. a deed of indemnity ("**Deed of Indemnity**") with Pell Frishmann Consulting Engineers Limited ("**PFCE**") and Matthew Hall Limited ("**MHL**"), under which the Subsidiary undertakes to indemnify and hold harmless each of PFCE and MHL on demand against all and any losses claims actions costs expenses damages and liabilities which any one or more of them may suffer or incur pursuant to the provisions of each and any of the Parent Guarantee, the PH Guarantee, and the MOD Guarantee (as defined in the Deed of Indemnity).
4. a deed of indemnity ("**AMEC Deed of Indemnity**") with AMEC plc ("**AMEC**"), under which the Subsidiary undertakes to indemnify and hold harmless AMEC on demand against all and any losses claims actions costs expenses damages and liabilities which AMEC may suffer or incur pursuant to the provisions of each and any of the Severance Guarantee (as defined in the AMEC Deed of Indemnity).

## Part 2

1. By executing the Security Document the Subsidiary:
  - (a) guarantees to the Security Trustee as agent and trustee for the Secured Parties (as defined in the Credit Agreement) that it shall on demand pay to the Security Trustee in the currency in which the same falls due for payment all monies which are now or at any time hereafter shall have become due or owing to any or all of the Secured Parties (as defined in the Credit Agreement) from or by all or any of the Borrowers (as defined in the Credit Agreement but excluding the Subsidiary) under or pursuant to the terms of the Financing Documents (as defined in the Credit Agreement);
  - (b) covenants with the Security Trustee as agent and trustee for the Secured Parties (as defined in the Credit Agreement) that it shall, to the extent that the same have fallen due pursuant to the terms of the Credit Agreement and have not been paid pursuant thereto, on demand pay to the Security Trustee all costs and expenses incurred by the Security Trustee in relation to the protection or enforcement of the Security Trustee's rights under the Security Document;
  - (c) agrees to pay interest on all sums demanded under the Security Document from the date of demand until actual payment at the rate of 1 per cent. above the Security Trustee's Rate (as defined therein) calculated on a day to day basis; and

Handwritten signatures and initials are present at the bottom right of the page. There are several distinct marks, including what appears to be a signature that looks like 'M. J.' and other initials.

*BPMS s155(b) - Unicorn*

- (d) with full title guarantee as continuing security for the payment of the Secured Obligations (as defined therein) charges in favour of the Security Trustee (as agent and trustee for the Security Parties (as defined in the Credit Agreement)) all of its property, assets and undertaking by way of legal mortgage and fixed and floating charge.
2. By executing the Inter-company Loan the Subsidiary agrees to make advances to Pythonpark Limited at the time and in the amount specified by Pythonpark Limited, subject to the terms described in Part 1, to be used to assist Pythonpark Limited in repaying amounts due under the Credit Agreement (used in part to finance the Acquisition).
3. By executing the Deed of Indemnity, the Subsidiary agrees to indemnify and hold harmless each of PFCE and MHL on demand against all and any losses claims actions costs expenses damages and liabilities which any one or more of them may suffer or incur pursuant to the provisions of each and any of the Parent Guarantee, the PH Guarantee, and the MOD Guarantee (as defined in the Deed of Indemnity).
4. By executing the AMEC Deed of Indemnity, the Subsidiary agrees to indemnify and hold harmless AMEC on demand against all and any losses claims actions costs expenses damages and liabilities which AMEC may suffer or incur pursuant to the provisions of each and any of the Severance Guarantee (as defined in the AMEC Deed of Indemnity).

The block contains several handwritten signatures and initials. At the top right, there is a circled signature that appears to be 'Mey'. Below this, there are several other signatures, including one that looks like 'J. J.' and another that is more stylized. At the bottom right, there is a signature that appears to be 'Paul Conner'.

your reference

**STRICTLY PRIVATE & CONFIDENTIAL**

our reference  
PC2/NB/IG/217

The Directors  
Building and Property Management Services Limited  
19-23 Blackfriars Road  
London SE1 8NY

*4 cll*  
27 August 1996

Dear Sirs

**Auditors' report pursuant to section 156(4) of the Companies Act 1985 to the Directors of Building and Property Management Services Limited (the "Company")**

We have examined the attached statutory declaration of the Directors dated 27 *4 cll* August 1996 in connection with the proposed financial assistance to be given by Unicorn Consultancy Services Limited (being a subsidiary of the Company) the purchase of the entire share capital of the Company.

**Basis of Opinion**

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

Yours faithfully

*Coopers & Lybrand*

Chartered Accountants