

155(6)a

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

Company number

2879801

Name of company

* ACCESS TECHNOLOGIES LIMITED

*We o JONATHAN HOWARD FORD, 15 PARK END, NEWPORT, SHROPSHIRE, TF10 7JG.
DAVID STANLEY OHN TINN, NUTHATCH, BIGFRITH LANE, COOKHAM DEAN,
MAINDENHEAD, BERKSHIRE, SL6 9UQ

~~[the sole director]~~ [all the directors][†] of the above 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 1978;

~~(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 XX]

[illegible]

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: 100 ORDINARY

SHARES OF £1.00 EACH

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

DLA
Victoria Square House
Victoria Square
Birmingham
B2 4DL

For official use
General Sec



The assistance is to be given to: (note 2) KIG LIMITED, UNIT A2 CRADLEY BUSINESS PARK,
OVEREND ROAD, CRADLEY HEATH, WEST MIDLANDS, B64 7DW

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:

PLEASE SEE SCHEDULE 1

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

† delete as
appropriate

KIG LIMITED

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

PLEASE SEE SCHEDULE 2

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

The date on which the assistance is to be given is 8 WEEKS FROM THE DATE HEREOF

The assistance is to be given to: (note 2) KIG LIMITED, UNIT A2 CRADLEY BUSINESS PARK,
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KIG LIMITED

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margin

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

* delete either (a) or
(b) as appropriate

~~X~~/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) ~~X~~/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 X/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 ~~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

Victoria Square House, Birmingham

Declarants to sign below

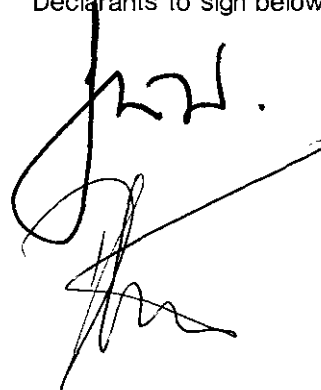
Day Month Year
on

31	01	2003
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before me

Anteo Bianchi

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

or, for companies registered in Scotland:-

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

ACCESS TECHNOLOGIES LIMITED

SCHEDULE 1 TO FORM 155(b)A

The entering into of the following to which the Company is to be a party.

1. a form of debenture to be given by the Company to The Governor and Company of the Bank of Scotland ("**Bank**") and securing, among other obligations, sums due under a facility letter to be entered into between KIG Holdings Limited ("**KIG**") and the Bank ("**Facility Letter**") and a working capital facility letter to be entered into between inter alia KIG, the Company and the Bank regulating the terms of the £1,500,000 overdraft facility to be made available to KIG and its subsidiary companies ("**WCFL**") and the Guarantee (as defined below ("**Debenture**");
2. an agreed form of corporate cross guarantee (incorporating set-off arrangements) to be given by the Company to the Bank guaranteeing, among other obligations, sums due under the Facility Letter and the WCFL ("**Guarantee**");
3. a form of inter creditor agreement between the Company and the Group Companies (as defined in the inter creditor agreement) and the Bank ("**Inter Creditor Agreement**").

ACCESS TECHNOLOGIES LIMITED

SCHEDULE 2 TO FORM 155(b)A

1. Under the terms of the Guarantee the Company, inter alia, guarantees to the Bank the performance of the obligations of KIG and its subsidiary companies listed in Schedule 1 thereto of all moneys from time to time owing to the Bank to be repaid upon demand including under the following:
 - 1.1 the WCFL;
 - 1.2 the Facility Letter; and
 - 1.3 the Debenture.
2. Under the terms of the Debenture to be granted by the Company, the Company charges to the Bank as a continuing security and with full title guarantee for the payment or discharge of all or any monies and liabilities which will for the time being (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Bank by the Company ("**Secured Liabilities**"):
 - 2.1 by way of legal mortgage all the freehold and leasehold property (including the property described in the schedule to the Debenture) now vested in it whether or not the title to the property is registered at HM Land Registry together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;
 - 2.2 by way of fixed charge, all future freehold and leasehold property belonging to the Company together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;
 - 2.3 all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land and the benefit of all other agreements relating to land to which it is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property charged under the Debenture;
 - 2.4 all the Company's goodwill and uncalled capital for the time being;

- 2.5 all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights and interests accruing or offered at any time in relation to them, all rights and interests in and claims under all policies of insurance and assurance held or to be held by or insuring to the benefit of the Company and the benefit of all rights and claims to which the Company is now or may be entitled under any contracts;
- 2.6 all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Company or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Company or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world;
- 2.7 all present and future book and other debts and monetary claims of the Company whether payable now or in the future and the benefit of all present and future rights and claims of the Company against third parties relating to them and capable of being satisfied by the payment of money (save as charged elsewhere in the Debenture);
- 2.8 all present and future plant and machinery not otherwise charged under the Debenture and all other present and future chattels of the Company (excluding any of the same for the time being forming part of the Company's stock in trade or work in progress);
- 2.9 all present and future bank accounts, cash at bank and credit balances of the Company with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest); and
- 2.10 by way of floating charge all the Assets (as defined in the Debenture) not effectively otherwise charged by clause 3 of the Debenture, including (without limitation) any immovable property of the Company in Scotland and any Assets in Scotland, but so that the Company is prohibited from creating any fixed security or mortgage or any other floating charge over the Assets having priority over or ranking *pari passu* with the floating charge created by the Debenture (otherwise than in favour of the Bank) and the Company will have no power without the consent of the Bank to part with or

dispose of any part of those Assets by way of sale in the ordinary course of its business.

3. Under the terms of the Inter Creditor Agreement the Company had undertaken to, during the Security Period (as defined in the Inter Creditor Agreement) not, unless otherwise agreed in writing by the Bank to:
 - 3.1 secure all or part of the Subordinated Debt (as defined in the Inter Creditor Agreement);
 - 3.2 pay, prepay, redeem, purchase or otherwise discharge or release any of the Subordinated Debt; other than in respect of Permitted Payments (as defined in the Inter Creditor Agreement); or
 - 3.3 amend any of the terms attaching to the Subordinated Debt if such amendment would make such terms more onerous to any Group Company (as defined in the Inter Creditor Agreement).

RSM! Robson Rhodes

Our ref: CK/KL/SA

The Directors
Access Technologies Limited
C/o Unit A2, Cradley Business Park
Overend Road
Cradley Heath
West Midlands
B64 7DW

RSM Robson Rhodes
Centre City Tower, 7 Hill Street, Birmingham B5 4UU
T 0121 697 6000 F 0121 697 6111/2
www.rsmi.co.uk

January 2003

Dear Sirs

Auditors' report to the Directors of Access Technologies Limited pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the Directors of Access Technologies Limited (the 'Company') dated 31 January 2003 in connection with the proposal that the Company should give financial assistance for the purchase of the shares of the Company.

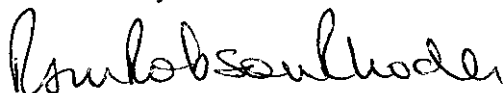
Basis of opinion

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 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



RSM Robson Rhodes
Chartered Accountants and Registered At

RSM Robson Rhodes is an independent member firm of RSM International, an affiliation of independent accounting and consulting firms.

RSM Robson Rhodes is registered to carry on audit work by the Institute of Chartered Accountants in England and Wales and is authorised by the Financial Services Authority.

Offices at: Bristol, Cambridge, Dublin, Edinburgh, Hemel Hempstead, Leeds, Manchester.
Principal office: 186 City Road, London EC1V 2NU
at which a list of partners may be inspected.



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