

CHFP004

COMPANIES FORM No. 155(6)a
Declaration in relation to
assistance for the acquisition
of shares.

155 (6)a

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

3009979

Note

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

Name of company

* EDUCATION LECTURING SERVICES

★ insert full name of company

 χ_{We}^{ϕ}

SEE RIDER 1

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

† delete as appropriate

~~ALL SOLE DIRECTOR~~ [all the directors] of the above company do solemnly and sincerely declare that:
The business of the company is:

§ delete whichever
is inappropriate

XXXXXX recognised bank, licensed institution, XXXX[†] within the meaning of the Banking Act 1979 XXXX[§]
XXXXXX a person authorised under section 3 or 4 of the Insurance Companies Act 1982 XXXX[§]
insurance business in the United Kingdom XXXX[§]

(c) something other than the above §

The company is proposing to give financial assistance in connection with the acquisition of shares in the ~~XXXXXX~~ [company's holding company ELS GROUP

Limited] †

The assistance is for the purpose of ~~XXXXXXX~~ [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: 43,090 A Ordinary Shares of 80p each, 105,129 B Ordinary Shares of £1 each and 19,512 C Ordinary Shares of £1 each.

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

Fenners
15 New Bridge Street
London
EC4V 6AU

(DX256 Chancery Lane)

For official Use
General Section

Post room



A40
COMPANIES HOUSE

0164
04/01/01

The assistance is to be given to: (Note 2) PROTOCOL ASSOCIATES LIMITED of
Units 1 and 2, Castle Quay, Castle Boulevard, Nottingham NG7 1FW

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:

SEE RIDER 2.

The person who [has acquired] ~~XXXXXX~~ the shares is:
PROTOCOL ASSOCIATES LIMITED

† delete as
appropriate

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

SEE RIDER 3.

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 Within 8 weeks of the date hereof.

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

~~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 with effect from the date and we have formed the opinion that the company will be able to pay its debts in full within the period of the winding up.~~

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 15 NEW BRIDGE STREET
LONDON EC4N 6AM

Declarants to sign below

Day Month Year
on

2	2	1	1	2	2	0	0	0
---	---	---	---	---	---	---	---	---

before me Sarah F. Collins
SARAH F. COLLINS

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

[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
DX: 33050
Cardiff

or, for companies registered in Scotland:-

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

RIDER 1

Education Lecturing Services (“the Company”)

Company Number: 3009979

Form 155(6)a

Richard Fielding
4a The Flintham, Hine Hall
Ransom Drive
Mapperley
Nottinghamshire
NG3 5PQ

and

Geoffrey Lennox
4 Newlands Avenue
Ashgate
Chesterfield
Derbyshire
S40 4DE

RIDER 2

Education Lecturing Services ("the Company")

Company Number: 3009979

Form 155(6)a

- (i) The execution of a Guarantee and Debenture (the "Bank Debenture") by the Company in favour of The Governor and Company of the Bank of Scotland as agent and security trustee for and on behalf of the Secured Parties (as defined therein) (the "Bank").
- (ii) The execution of an inter-company funding agreement (the "Inter-Company Funding Agreement") by the Company in favour of PNI Holdings Limited and Protocol Associates Limited (the "Borrowers").

RIDER 3

Education Lecturing Services ("the Company")

Company Number: 3009979

Form 155(6)a

1. By the entering into and performance by the Company of its obligations under the Bank Debenture to be given by the Company in favour of The Governor and the Company of the Bank of Scotland as agent and security trustee for the Secured Parties (as defined therein) (the "Agent"), pursuant to which the Company inter alia:
 - 1.1 irrevocably and unconditionally guarantees to the Agent the due and punctual payment, observance and performance of the Secured Liabilities being each Obligor's liabilities of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) under or pursuant to the Financing Documents (which includes, inter alia, facility agreements to be entered into between Protocol Associates NV ("PANV") and others, the Agent (in various capacities) and the Banks named therein and the guarantees and debentures to be entered into by certain subsidiaries of PANV in favour of the Agent) together with the Bank's charges and commission and interest and expenses payable by any Obligor and with interest from the date of demand;
 - 1.2 agrees as a primary obligation to indemnify the Agent and each Secured Party (as defined therein) on demand by the Agent from and against any loss incurred by the Agent and each Secured Party in connection with the non-payment or non-performance when due of any of the Secured Liabilities owing by any Obligor;
 - 1.3 charges with full title guarantee, inter alia, with the payment and discharge to the Security Trustee of all the Securities Liabilities:
 - (a) by way of legal mortgage all the freehold and leasehold property together with all buildings, fixtures and fixed plant and machinery now vested in the Company, together with the Shares (as defined in the Bank Debenture);
 - (b) by way of fixed charge all estates or interests in any freehold and leasehold property at the time of creation of the Bank Debenture and in the future vested in or charged to the Company;
 - (c) by way of fixed charge all buildings, fixed plant and machinery and fixtures (including trade fixtures) of the Company present and future;

(d) by way of fixed charge all plant, machinery, vehicles and other equipment of the Company present and future together with (so far as they are capable of being charged) the benefit of any obligations and warranties given by the manufacturer or supplier of such plant, machinery or other equipment and the benefit of maintenance agreements entered into between the Company and any other person in respect of such plant machinery and other equipment;

(e) by way of fixed charge the Shares listed in the First Schedule of the Bank Debenture;

(f) by way of fixed charge all shares and stock in the capital of any company which is owned by the Company both present and future or in which the Company otherwise has an interest together in all cases with all rights arising in relation thereto;

(g) by way of fixed charge the benefit of all present and future licences held in connection with the business or the user of any of the mortgaged property and the right to recover and receive all compensation which may at any time become payable in respect thereof;

(g) by way of fixed charge all intellectual property right choses in action and claims of the Company present and future;

(i) by way of fixed charge all the goodwill and uncalled capital of the Company both present and future;

(j) by way of fixed charge or book debts due and owing to the Company both present and future (except to the extent that such book debts are constituted by cash at bank);

(k) by way of fixed charge all benefits in respect of all contracts and policies of insurance (other than Keyman Policies as defined in the Bank Debenture) which are from time to time taken out by the Company or (to the extent of such interest) in which it has an interest;

(l) by way of floating charge the stock-in-trade and work-in-progress, prepayments, investments quoted on a recognised stock exchange and cash of the Company both present and future; and

(m) by way of floating charge all the undertaking and all other property and assets of the Company present and future not subject to a fixed charge under the Bank Debenture.

2. By entering into the Inter-Company Funding Agreement, by which the Company grants the Borrowers a loan facility of up to £100,000,000 for the purpose, inter alia, of enabling the Borrowers to repay borrowings incurred pursuant to the Financing Documents (as referred to in paragraph 1 above).



KPMG Transaction Services

PO Box 695

8 Salisbury Square

London EC4Y 8BB

United Kingdom

Tel +44 (0) 20 7311 1000

Fax +44 (0) 20 7311 8783

Telex 8811541 KPMGLO G

DX 38050 Blackfriars

Private & confidential

The Directors

Education Lecturing Services

Arboretum Gate

88-90 North Sherwood Street

Nottingham

NG1 4EE

Your ref

Our ref ip/843/prot/011

Contact

22 December 2000

Dear Sir

Auditors' report to the directors of Education Lecturing Services pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors dated 22 December 2000 in connection with the proposal that the company should give financial assistance for the purchase of the ordinary shares of the company's holding company, ELS Group Limited. We have enquired into the state of the company's affairs in order to review the bases for the statutory declaration.

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

KPMG

Registered Auditors