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The assistance is to be given to: (note 2) Cabot Financial Holdings Group Limited  
(the "Purchaser") a company incorporated in England and Wales under number  
4934534 whose registered office is at 10 Kings Hill Avenue, Kings Hill, West  
Malling, Maidstone, Kent, ME19 4LT

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 ATTACHED SCHEDULE 1

The person who ~~has acquired~~ <sup>XXXXXXXXXX</sup> (will acquire)† the shares is:

† delete as  
appropriate

THE PURCHASER

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

PLEASE SEE ATTACHED 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 WITHIN 8 WEEKS OF THE DATE HEREOF

Please do not  
write in this  
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Please complete  
legibly, preferably  
in black type, or  
bold block lettering

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

☒ 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)

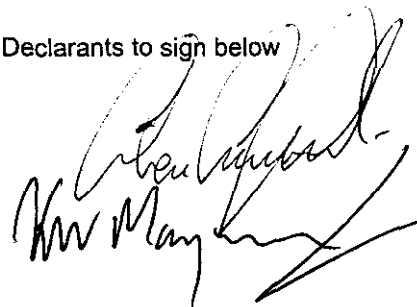
(b) [It is intended to commence the winding up of the company within 12 months of that date, and I/we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding up.]\* (note 3)

And ☒ 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

150 Aldersgate Street  
London EC1A 4GT

Declarants to sign below



Day Month Year

on

2	2	0	1	2	0	0	4
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before me



MICHELLE TROSTER, CMI CAMERON MCKENNA  
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

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**SCHEDULE 1 TO THE FORM 155(6)(a) STATUTORY DECLARATION**  
**dated 22 January 2004 in respect of**  
**MORLEY LIMITED (the "Company")**

**Form of Assistance**

The execution, delivery and performance by the Company of its obligations under:

- 1(a) an amendment and restatement agreement (**Amendment Agreement**) (to be entered into within eight weeks of the date hereof) amending and restating a facility agreement dated 14 December 2001 between Barclays Bank PLC (**Barclays**) as Agent, Security Agent and Arranger, Kings Hill (No.1) Limited (**KH1**) as Borrower, Cabot Financial (Europe) Limited (**CF(E)L**), Cabot Financial Holdings Limited (**CFH**), KH1, Cabot Financial Debt Recovery Services Limited (**CFDRS**) and Cabot Financial Holdings Group Limited (**CFHG**) as Guarantors (together the **Guarantors**), the Company and Barclays as Original Lender pursuant to which the lenders have agreed to make available to the Borrower a secured revolving credit facility of up to £60,000,000 upon the terms and conditions set out in the amended and restated facility agreement (**Facility Agreement**) which shall be used inter alia to on-lend to CFHG to assist it with funding the acquisition of the entire issued share capital of CFH (the **Acquisition**) and the Guarantors agree to guarantee the obligations of the Borrower to each Finance Party (as defined in the Facility Agreement) under the Finance Documents (as defined in the Facility Agreement) (the **Guarantee**);
  - (b) an inter-company loan agreement (**Inter-company Loan Agreement**) (to be entered into within eight weeks of the date hereof) between CF(E)L, the Company, CFDRS, CFH, CFHG and KH1 as Borrowers and the Company, CF(E)L, CFDRS, CFH, CFHG and KH1 as Lenders (as defined therein); and
  - (c) an intercreditor deed (**Intercreditor Deed**) (to be entered into within eight weeks of the date hereof) between CFHG as Parent and an Investor, KH1, the Investors, the Obligors, Barclays Private Equity PVLP Limited Partnership amongst others as the Investor Loan Noteholders, the Hedging Banks, and Barclays as Agent, Security Agent and Lenders (as each term is defined in the Intercreditor Deed).
- 2 In addition to the obligations referred to above the Company will also, from time to time, pay and discharge costs and expenses associated with the Acquisition including, but not limited to, legal, accountancy and other professional fees (**Associated Costs**).

MT

**SCHEDULE 2 TO THE SECTION 155(6)(a) STATUTORY DECLARATION**  
dated 22 January 2004

**MORLEY LIMITED**  
(the "Company")

**Principal Terms of the Assistance**

Save as otherwise expressly provided below, terms defined in Schedule 1 shall have the same meaning when used in this Schedule 2.

- 1 By executing the Amendment Agreement and by entering into the amended and restated Facility Agreement, the Company will undertake to comply with certain general undertakings including an undertaking not to dispose of certain assets and not to agree to any material variation in the terms of, or the extent or nature of the Transaction Documents (as defined in the Facility Agreement).
- 2 By executing the Inter-company Loan Agreement the Company will *inter alia* agree to make advances to the any of the Guarantors, or CFHGL from time to time and at any of such borrower's request in order, amongst other things, to assist such borrower in discharging and reducing its liabilities in connection with the Acquisition and including repayment of the borrowings under the Facility Agreement and the Investor Loan Notes (as defined and mentioned therein).
- 3 By executing the Intercreditor Deed, the Company will *inter alia* agree to:
  - (a) subordinate the Company's right to payment of monies pursuant to the Finance Documents (as defined in the Facility Agreement) in certain circumstances and to the ranking of priority between certain creditors of the Company and its subsidiaries and
  - (b) provide an indemnity for certain costs, claims, expenses and liabilities under the Intercreditor Deed.
- 4 In addition to the obligations referred to above, the Company will also, from time to time, pay and discharge costs and expenses associated with the Acquisition including but not limited to, legal, accountancy and other professional fees.



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United Kingdom

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DX 38050 Blackfriars

**Private & confidential**

The Directors  
Morley Limited  
10 Kings Hill Avenue  
Kings Hill  
West Malling  
KENT  
ME19 4LT

Your ref

Our ref kvf/sm/537/Form A - Morley  
for CFH (6.1)

Contact Keith Ford  
0207 311 5850

22 January 2004

Dear Sir

**Auditors' report to the directors of Morley Limited pursuant to Section 156(4) of the Companies Act 1985**

We have examined the attached statutory declaration of the directors dated 22 January 2004 in connection with the proposal that the company should give financial assistance for the purchase of all of the company's ultimate holding company's ordinary shares.

This report is made solely to the company's directors as a body in accordance with section 156(4) of the Companies Act 1985. Our work has been undertaken so that we as the company's auditors might state to the company's directors those matters we are required to state to them in a report under section 156(4) of that Act and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the company and the company's directors as a body for our work under section 156(4) of that Act or for this report.

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 LLP*

**KPMG LLP**  
*Registered Auditor*

Enclosures: Statutory declaration of the directors dated 2 January 2004



KPMG LLP  
KPMG LLP, a UK limited liability partnership,  
is a member of KPMG International,  
a Swiss non operating association

Registered in England No OC301540  
Registered office:  
8 Salisbury Square,  
London EC4Y 8BB