

**G**

CHA 116

# 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  
margin

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

**Note**  
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

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

To the Registrar of Companies  
(Address overleaf - Note 5)

For official use  
[ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

Company number  
03345319

Name of company

\* Financial Dynamics Holdings Limited

§/We § Dana Mercedes Mulvihill of Flat 3, 116 Greencroft Gardens, West  
Hampstead, London, NW6 3PJ; Julian Christopher Hanson-Smith of Market  
Overton House, Market Overton, Oakham, Leicestershire, LE15 7PL;  
Nicholas Miles of 17 Routh Road, London, SW18 3SP; Anthony Douglas  
Knox of Pound Cottage, The Street, West Clandon, Guildford, Surrey,  
GU4 7TG and Andrew John Bower Mitchell of 30 Gibson Square, London,  
N1 0RD

† 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 licensed institution within the meaning of the Banking Act 1979~~  
(b) ~~that of a person authorised under section 3 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\* Financial Dynamics Limited

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

\_\_\_\_\_ the holding company of this company.]

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

S J Berwin & Co  
222 Grays Inn Road  
London  
WC1X 4HB

For official Use  
General Section

Post room



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: 1,066,667 ordinary shares of  
£1.00 each

The assistance is to be given to: (note 2) Lighthouse Holdings (UK) Limited (Registered  
No. 3719623) whose registered office is at 48 Charles Street, London, W1X 7PB

The assistance will take the form of:

See Appendix A

The person who ~~[has acquired]~~ [will acquire] † the shares is:  
Lighthouse Holdings (UK) Limited

† delete as  
appropriate

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

See Appendix B

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

The date on which the assistance is to be given is 8 weeks from the date hereof 19 99

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

I/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) [I/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)

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

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

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.

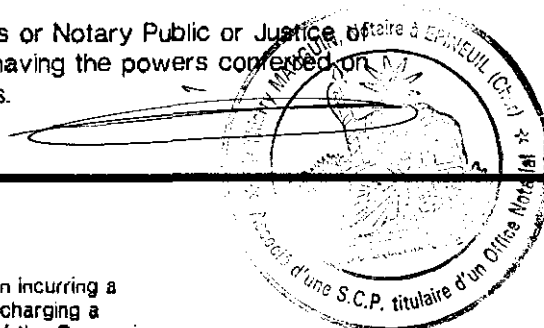
Declared at EPINEUIL-LE-FLEURTEL (cher)  
FRANCE

Declarants to sign below

the 23<sup>rd</sup> day of July  
one thousand nine hundred and NINETY NINE

before me THERRY MAUGUIN

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  
CF4 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies  
Companies House  
37 Castle Terrace  
Edinburgh  
EH1 1JF

**FINANCIAL DYNAMICS HOLDINGS LIMITED**

Company No. 03345319

(the "Company")

Annexure A - Form 155(6)b

**Definitions**

In this Statutory Declaration (including Annexures A & B) the following expressions shall have the following meanings:

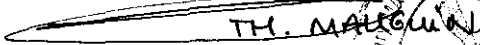
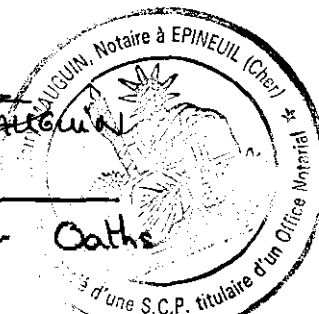
<b>"Agent"</b>	means the First Union National Bank as administrative agent for each of the Lenders (as such term is defined in the Credit Agreement)
<b>"Debenture"</b>	means the mortgage debenture to be granted by the Company in favour of the Agent by the execution of a supplemental mortgage debenture (the "Supplemental Debenture") securing all liabilities of Lighthouse
<b>"Credit Agreement"</b>	means the credit agreement dated 8 July 1999 between, amongst others, Lighthouse Holdings Inc. and Lighthouse and the Agent in relation to a Sterling term loan facility and an acquisition loan facility.
<b>"FDL"</b>	means Financial Dynamics Limited (01656428), a wholly owned subsidiary of the Company
<b>"Funding Agreement"</b>	means the funding loan agreement to be granted by the Company and FDL as lenders to Lighthouse as borrower pursuant to which, inter alia, the Company and FDL may lend money to Lighthouse to service the Sterling Term Loans and the Acquisition Loans (each as defined in the Credit Agreement) due under the Credit Agreement.
<b>"Lighthouse"</b>	Lighthouse Holdings (UK) Limited

The assistance will take the form of:

1. The Debenture and the Supplemental Debenture
2. The Funding Agreement

This is Annexure A referred to in Form 155(6)b declared by the directors of the Company on 1999.

Signed

  
  
Solicitor / Commissioner for Oath

**FINANCIAL DYNAMICS HOLDINGS LIMITED**

Company No. 03345319

(the "Company")

Annexure B - Form 155(6)b

All capitalised terms in this Annexure B shall have the meanings given to them in Annexure A.

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

- 1 The Debenture by the execution of the Supplemental Debenture under which FDL covenants that:
  - (i) it irrevocably and unconditionally covenants with and guarantees to the Agent that it will on demand pay to the Agent, perform and discharge such of the Obligations (as defined in the Debenture) as shall not have been paid, performed or discharged at the time such demand is made and indemnify and keep indemnified the Lenders on demand by the Agent from and against all and any costs (including legal costs), charges, losses, expenses and damages incurred by the Lenders, or any of them as a result of any failure by Lighthouse to carryout any of the Obligations or as a result of any of the Obligations being or becoming void, voidable, unenforceable or ineffective for any reason whatsoever and covenants with the Agent that it will on demand pay to the Agent all costs (including legal costs), charges, expenses and damages sustained or incurred in connection with the enforcement, defence or protection of the security constituted by the Debenture or the appointment of any Receiver (as defined in the Debenture), delegate or sub-delegate hereunder or the pursuit of any rights herein contained or in connection with the Credit Agreement, the Debenture or the Charged Property (as defined in the Debenture), in each case on a full indemnity basis and further covenants to observe, perform, pay and discharge all other obligations and liabilities whether actual or contingent now or thereafter due owing or incurred by it under or in connection with the Debenture and covenants with the Agent to pay interest on and in respect of any amounts due under the foregoing from day to day until full discharge (whether before or after judgment, liquidation or winding-up of FDL) at such rate or rates as may from time to time be payable or deemed to be payable and compounded (whether before or after demand or judgment) in accordance with the Credit Agreement and, in the case of any sum payable under sub-clause 2.1.1 or 2.2.2 thereof, at the relevant default rate specified in clause 2.8(b) of the Credit Agreement; and
  - (ii) charges, in each case by way of first charge, to the Agent by way of fixed equitable charge all estates or interest in any freehold and leasehold property now and at any time during the continuance of this security belonging to or charged to FDL and all licences now or thereafter held by FDL to enter upon or use land and the benefit of all other agreements relating to the land to which FDL is or may become a party or otherwise entitled and all buildings fixtures (including trade and tenant's fixtures) and fixed plant and machinery owned by FDL and from time to time in or on any freehold or leasehold property an interest in which is charged or mortgaged thereunder and/or the proceeds of sale thereof, by way of fixed charge all book debts and other monetary debts and claims now and from time to time due or owing to FDL and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) things in action which give rise or may give rise to a debt or debts including all the right, title and interest of FDL to and in any policies of insurance or assurance and the proceeds thereof, by way of fixed charge all Securities (as defined in the Debenture) together with all bills of

exchange, promissory notes, negotiable instruments, debentures, loan capital indebtedness or liabilities on any account or in any manner owing to FDL, by way of fixed charge the uncalled capital, goodwill, (which shall include all brand names) licences, trademarks and service marks (which shall include without limitation all symbols, representations or similar patterns of a trademark), patents, patent applications, designs, copyrights, confidential information, computer software, rights in the nature of copyright, registered designs, know-how, design rights and all other intellectual property rights now or at any time during the continuance of this security belonging to FDL, by way of fixed charge all amounts realised upon the enforcement or execution of any order of the court under Sections 212, 213, 214, 238, 239, 244 or 423 of the Insolvency Act 1986 and by way of floating charge the undertaking and all other property assets and rights whatsoever and wheresoever present or future including, without limitation, the stock in trade of FDL and the property, assets and rights mortgaged or charged elsewhere in the Debenture as aforesaid and if and in so far as the mortgage or charges hereon therein contained shall for any reason be ineffective as fixed charges or security.

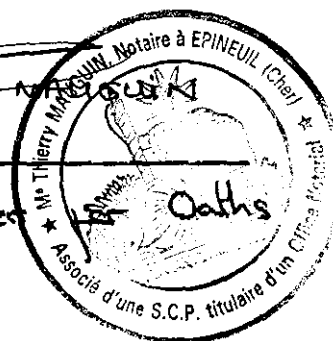
2 The Funding Agreement whereby the companies named therein, as Lenders including FDL make available such loan facility to Lighthouse, as Borrower for so long as Lighthouse has any outstanding obligations in respect of the Sterling Term Loans or the Acquisition Loans or any such refinancing thereof. The proceeds of any loan facility made pursuant to the Funding Agreement are to be used by Lighthouse to:

- (i) pay any amounts due under the Sterling Term Loans and/or the Acquisition Loans to the Lenders pursuant to the Credit Agreement; and
- (ii) in respect of a particular loan, such other purpose as the relevant Lender may agree in writing.

This is Annexure B referred to in Form 155(6)b  
declared by the directors of the Company on  
1999

Signed

Solicitor / Commissioner



# G

CHA 116

## 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  
margin

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

**Note**

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  
(Address overleaf - Note 5)

For official use

Company number

[ ] [ ] [ ]  
[ ] [ ] [ ]

03345319

Name of company

\* Financial Dynamics Holdings Limited

†/We § Dana Mercedes Mulvihill of Flat 3, 116 Greencroft Gardens, West  
Hampstead, London, NW6 3PJ; Julian Christopher Hanson-Smith of Market  
Overton House, Market Overton, Oakham, Leicestershire, LE15 7PL;  
Nicholas Miles of 17 Routh Road, London, SW18 3SP; Anthony Douglas  
Knox of Pound Cottage, The Street, West Clandon, Guildford, Surrey,  
GU4 7TG and Andrew John Bower Mitchell of 30 Gibson Square, London,  
N1 ORD

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

The business of this 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\* Financial Dynamics Limited

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

\_\_\_\_\_ the holding company of this company.†

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

S J Berwin & Co  
222 Grays Inn Road  
London  
WC1X 4HB

For official Use  
General Section

Post room

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: 1,066,667 ordinary shares of £1.00 each

The assistance is to be given to: (note 2) Lighthouse Holdings (UK) Limited (Registered No. 3719623) whose registered office is at 48 Charles Street, London, W1X 7PB

The assistance will take the form of:

See Appendix A

The person who ~~has acquired~~ [will acquire] † the shares is:  
Lighthouse Holdings (UK) Limited

† delete as appropriate

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

See Appendix B

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

The date on which the assistance is to be given is 8 weeks from the date hereof 19 99

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

I/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) ~~I/We~~ 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)

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

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

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 26 Southampton Buildings  
Holborn Gate, Holborn London WC2

Declarants to sign below

the 23<sup>rd</sup> day of July  
one thousand nine hundred and ninety nine

before me Meenatheath (solicitor)

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

D. M. D. Hill  
A. J. B. M. Hill  
J. M. Hill  
J. M. Hill

## 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  
CF4 3UZ

or, for companies registered in Scotland:-

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

**FINANCIAL DYNAMICS HOLDINGS LIMITED**

Company No. 03345319

(the "Company")

Annexure A - Form 155(6)b

**Definitions**

In this Statutory Declaration (including Annexures A & B) the following expressions shall have the following meanings:

<b>"Agent"</b>	means the First Union National Bank as administrative agent for each of the Lenders (as such term is defined in the Credit Agreement)
<b>"Debenture"</b>	means the mortgage debenture to be granted by the Company in favour of the Agent by the execution of a supplemental mortgage debenture (the "Supplemental Debenture") securing all liabilities of Lighthouse
<b>"Credit Agreement"</b>	means the credit agreement dated 8 July 1999 between, amongst others, Lighthouse Holdings Inc. and Lighthouse and the Agent in relation to a Sterling term loan facility and an acquisition loan facility.
<b>"FDL"</b>	means Financial Dynamics Limited (01656428), a wholly owned subsidiary of the Company
<b>"Funding Agreement"</b>	means the funding loan agreement to be granted by the Company and FDL as lenders to Lighthouse as borrower pursuant to which, inter alia, the Company and FDL may lend money to Lighthouse to service the Sterling Term Loans and the Acquisition Loans (each as defined in the Credit Agreement) due under the Credit Agreement.
<b>"Lighthouse"</b>	Lighthouse Holdings (UK) Limited

The assistance will take the form of:

1. The Debenture and the Supplemental Debenture
2. The Funding Agreement

This is Annexure A referred to in Form 155(6)b declared by the directors of the Company on  
23<sup>rd</sup> July 1999.

Signed

*Meena Heath*

Solicitor

*/Commissioner for Oaths*

## FINANCIAL DYNAMICS HOLDINGS LIMITED

Company No. 03345319

(the "Company")

Annexure B - Form 155(6)b

All capitalised terms in this Annexure B shall have the meanings given to them in Annexure A.

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

- 1 The Debenture by the execution of the Supplemental Debenture under which FDL covenants that:
  - (i) it irrevocably and unconditionally covenants with and guarantees to the Agent that it will on demand pay to the Agent, perform and discharge such of the Obligations (as defined in the Debenture) as shall not have been paid, performed or discharged at the time such demand is made and indemnify and keep indemnified the Lenders on demand by the Agent from and against all and any costs (including legal costs), charges, losses, expenses and damages incurred by the Lenders, or any of them as a result of any failure by Lighthouse to carryout any of the Obligations or as a result of any of the Obligations being or becoming void, voidable, unenforceable or ineffective for any reason whatsoever and covenants with the Agent that it will on demand pay to the Agent all costs (including legal costs), charges, expenses and damages sustained or incurred in connection with the enforcement, defence or protection of the security constituted by the Debenture or the appointment of any Receiver (as defined in the Debenture), delegate or sub-delegate hereunder or the pursuit of any rights herein contained or in connection with the Credit Agreement, the Debenture or the Charged Property (as defined in the Debenture), in each case on a full indemnity basis and further covenants to observe, perform, pay and discharge all other obligations and liabilities whether actual or contingent now or thereafter due owing or incurred by it under or in connection with the Debenture and covenants with the Agent to pay interest on and in respect of any amounts due under the foregoing from day to day until full discharge (whether before or after judgment, liquidation or winding-up of FDL) at such rate or rates as may from time to time be payable or deemed to be payable and compounded (whether before or after demand or judgment) in accordance with the Credit Agreement and, in the case of any sum payable under sub-clause 2.1.1 or 2.2.2 thereof, at the relevant default rate specified in clause 2.8(b) of the Credit Agreement; and
  - (ii) charges, in each case by way of first charge, to the Agent by way of fixed equitable charge all estates or interest in any freehold and leasehold property now and at any time during the continuance of this security belonging to or charged to FDL and all licences now or thereafter held by FDL to enter upon or use land and the benefit of all other agreements relating to the land to which FDL is or may become a party or otherwise entitled and all buildings fixtures (including trade and tenant's fixtures) and fixed plant and machinery owned by FDL and from time to time in or on any freehold or leasehold property an interest in which is charged or mortgaged thereunder and/or the proceeds of sale thereof, by way of fixed charge all book debts and other monetary debts and claims now and from time to time due or owing to FDL and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) things in action which give rise or may give rise to a debt or debts including all the right, title and interest of FDL to and in any policies of insurance or assurance and the proceeds thereof, by way of fixed charge all Securities (as defined in the Debenture) together with all bills of

exchange, promissory notes, negotiable instruments, debentures, loan capital indebtedness or liabilities on any account or in any manner owing to FDL, by way of fixed charge the uncalled capital, goodwill, (which shall include all brand names) licences, trademarks and service marks (which shall include without limitation all symbols, representations or similar patterns of a trademark), patents, patent applications, designs, copyrights, confidential information, computer software, rights in the nature of copyright, registered designs, know-how, design rights and all other intellectual property rights now or at any time during the continuance of this security belonging to FDL, by way of fixed charge all amounts realised upon the enforcement or execution of any order of the court under Sections 212, 213, 214, 238, 239, 244 or 423 of the Insolvency Act 1986 and by way of floating charge the undertaking and all other property assets and rights whatsoever and wheresoever present or future including, without limitation, the stock in trade of FDL and the property, assets and rights mortgaged or charged elsewhere in the Debenture as aforesaid and if and in so far as the mortgage or charges hereon therein contained shall for any reason be ineffective as fixed charges or security.

2 The Funding Agreement whereby the companies named therein, as Lenders including FDL make available such loan facility to Lighthouse, as Borrower for so long as Lighthouse has any outstanding obligations in respect of the Sterling Term Loans or the Acquisition Loans or any such refinancing thereof. The proceeds of any loan facility made pursuant to the Funding Agreement are to be used by Lighthouse to:

- (i) pay any amounts due under the Sterling Term Loans and/or the Acquisition Loans to the Lenders pursuant to the Credit Agreement; and
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This is Annexure B referred to in Form 155(6)b  
declared by the directors of the Company on  
23<sup>rd</sup> July 1999

Signed

Meenatheeth

Solicitor / Commissioner for Oaths

**G**

CHA 116

## 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**

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**Note**

Please read the notes  
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\* insert full name  
of company

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

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

To the Registrar of Companies  
(Address overleaf - Note 5)

For official use

Company number

03345319

Name of company

\* Financial Dynamics Holdings Limited

†/We § Dana Mercedes Mulvihill of Flat 3, 116 Greencroft Gardens, West  
Hampstead, London, NW6 3PJ; Julian Christopher Hanson-Smith of Market  
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Knox of Pound Cottage, The Street, West Clandon, Guildford, Surrey,  
GU4 7TG and Andrew John Bower Mitchell of 30 Gibson Square, London,  
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† 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 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] [x] holding company of\* Financial Dynamics Limited

which is

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

in [this company] [

~~the holding company of this company~~†

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

S J Berwin & Co  
222 Grays Inn Road  
London  
WC1X 4HB

For official Use  
General Section

Post room

The assistance is for the purpose of [that acquisition] ~~reducing or discharging a liability incurred for the purpose of that acquisition~~† (note 1)

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The number and class of the shares acquired or to be acquired is: 1,066,667 ordinary shares of  
£1.00 each

The assistance is to be given to: (note 2) Lighthouse Holdings (UK) Limited (Registered  
No. 3719623) whose registered office is at 48 Charles Street, London, W1X 7PB

The assistance will take the form of:

See Appendix A

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

† delete as  
appropriate

Lighthouse Holdings (UK) Limited

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

See Appendix B

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

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

The date on which the assistance is to be given is 8 weeks from the date hereof 19 99

I/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) ~~I/We~~ 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 this company within 12 months of that date, and I/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)

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 by Anthony Douglas Knox  
Acorn House 5 Chesham Road  
Woking Surrey

Declarants to sign below

the 23rd day of July  
one thousand nine hundred and ninety nine

before me [Signature]

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  
CF4 3UZ

or, for companies registered in Scotland:-

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

FINANCIAL DYNAMICS HOLDINGS LIMITED

Company No. 03345319

(the "Company")

Annexure A - Form 155(6)b

Definitions

In this Statutory Declaration (including Annexures A & B) the following expressions shall have the following meanings:

- "Agent" means the First Union National Bank as administrative agent for each of the Lenders (as such term is defined in the Credit Agreement)
- "Debenture" means the mortgage debenture to be granted by the Company in favour of the Agent by the execution of a supplemental mortgage debenture (the "Supplemental Debenture") securing all liabilities of Lighthouse
- "Credit Agreement" means the credit agreement dated 8 July 1999 between, amongst others, Lighthouse Holdings Inc. and Lighthouse and the Agent in relation to a Sterling term loan facility and an acquisition loan facility.
- "FDL" means Financial Dynamics Limited (01656428), a wholly owned subsidiary of the Company
- "Funding Agreement" means the funding loan agreement to be granted by the Company and FDL as lenders to Lighthouse as borrower pursuant to which, inter alia, the Company and FDL may lend money to Lighthouse to service the Sterling Term Loans and the Acquisition Loans (each as defined in the Credit Agreement) due under the Credit Agreement.
- "Lighthouse" Lighthouse Holdings (UK) Limited

The assistance will take the form of:

1. The Debenture and the Supplemental Debenture
2. The Funding Agreement

*July* This is Annexure A referred to in Form 155(6)b declared by *Anthony Douglas Knox a* the directors of the Company on *23rd* 1999.

Signed

*1. M. O'Kearney*  
Solicitor / Commissioner for Oaths



**FINANCIAL DYNAMICS HOLDINGS LIMITED**

Company No. 03345319

(the "Company")

Annexure B - Form 155(6)b

All capitalised terms in this Annexure B shall have the meanings given to them in Annexure A.

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

- 1 The Debenture by the execution of the Supplemental Debenture under which FDL covenants that:
  - (i) it irrevocably and unconditionally covenants with and guarantees to the Agent that it will on demand pay to the Agent, perform and discharge such of the Obligations (as defined in the Debenture) as shall not have been paid, performed or discharged at the time such demand is made and indemnify and keep indemnified the Lenders on demand by the Agent from and against all and any costs (including legal costs), charges, losses, expenses and damages incurred by the Lenders, or any of them as a result of any failure by Lighthouse to carryout any of the Obligations or as a result of any of the Obligations being or becoming void, voidable, unenforceable or ineffective for any reason whatsoever and covenants with the Agent that it will on demand pay to the Agent all costs (including legal costs), charges, expenses and damages sustained or incurred in connection with the enforcement, defence or protection of the security constituted by the Debenture or the appointment of any Receiver (as defined in the Debenture), delegate or sub-delegate hereunder or the pursuit of any rights herein contained or in connection with the Credit Agreement, the Debenture or the Charged Property (as defined in the Debenture), in each case on a full indemnity basis and further covenants to observe, perform, pay and discharge all other obligations and liabilities whether actual or contingent now or thereafter due owing or incurred by it under or in connection with the Debenture and covenants with the Agent to pay interest on and in respect of any amounts due under the foregoing from day to day until full discharge (whether before or after judgment, liquidation or winding-up of FDL) at such rate or rates as may from time to time be payable or deemed to be payable and compounded (whether before or after demand or judgment) in accordance with the Credit Agreement and, in the case of any sum payable under sub-clause 2.1.1 or 2.2.2 thereof, at the relevant default rate specified in clause 2.8(b) of the Credit Agreement; and
  - (ii) charges, in each case by way of first charge, to the Agent by way of fixed equitable charge all estates or interest in any freehold and leasehold property now and at any time during the continuance of this security belonging to or charged to FDL and all licences now or thereafter held by FDL to enter upon or use land and the benefit of all other agreements relating to the land to which FDL is or may become a party or otherwise entitled and all buildings fixtures (including trade and tenant's fixtures) and fixed plant and machinery owned by FDL and from time to time in or on any freehold or leasehold property an interest in which is charged or mortgaged thereunder and/or the proceeds of sale thereof, by way of fixed charge all book debts and other monetary debts and claims now and from time to time due or owing to FDL and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) things in action which give rise or may give rise to a debt or debts including all the right, title and interest of FDL to and in any policies of insurance or assurance and the proceeds thereof, by way of fixed charge all Securities (as defined in the Debenture) together with all bills of

exchange, promissory notes, negotiable instruments, debentures, loan capital indebtedness or liabilities on any account or in any manner owing to FDL, by way of fixed charge the uncalled capital, goodwill, (which shall include all brand names) licences, trademarks and service marks (which shall include without limitation all symbols, representations or similar patterns of a trademark), patents, patent applications, designs, copyrights, confidential information, computer software, rights in the nature of copyright, registered designs, know-how, design rights and all other intellectual property rights now or at any time during the continuance of this security belonging to FDL, by way of fixed charge all amounts realised upon the enforcement or execution of any order of the court under Sections 212, 213, 214, 238, 239, 244 or 423 of the Insolvency Act 1986 and by way of floating charge the undertaking and all other property assets and rights whatsoever and wheresoever present or future including, without limitation, the stock in trade of FDL and the property, assets and rights mortgaged or charged elsewhere in the Debenture as aforesaid and if and in so far as the mortgage or charges hereon therein contained shall for any reason be ineffective as fixed charges or security.

2 The Funding Agreement whereby the companies named therein, as Lenders including FDL make available such loan facility to Lighthouse, as Borrower for so long as Lighthouse has any outstanding obligations in respect of the Sterling Term Loans or the Acquisition Loans or any such refinancing thereof. The proceeds of any loan facility made pursuant to the Funding Agreement are to be used by Lighthouse to:

- (i) pay any amounts due under the Sterling Term Loans and/or the Acquisition Loans to the Lenders pursuant to the Credit Agreement; and
- (ii) in respect of a particular loan, such other purpose as the relevant Lender may agree in writing.

*240*  
This is Annexure B referred to in Form 155(b) declared by ~~the~~ <sup>Andrew Douglas Knox a</sup> director of the Company on 22nd July 1999

Signed

*P. M. O'Hara*  
Solicitor / Commissioner for Oaths

**AUDITORS' REPORT TO THE DIRECTORS OF FINANCIAL DYNAMICS  
HOLDINGS LIMITED PURSUANT TO SECTION 156(4) OF THE COMPANIES  
ACT 1985**

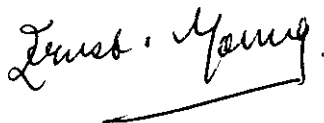
We have examined the attached statutory declaration of the directors of Financial Dynamics Holdings Limited ("the Company"), the parent company of Financial Dynamics Limited, dated 23 July 1999 in connection with the proposal that Financial Dynamics Limited should give financial assistance for the purchase of the whole of the issued share capital 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.



Ernst & Young  
Registered Auditor  
Edinburgh

23 July 1999