

R3

Company No. 3720091

## THE COMPANIES ACTS 1985 AND 1989

## PRIVATE COMPANY LIMITED BY SHARES

## RESOLUTIONS IN WRITING

of

## REBUS INSURANCE SERVICES LIMITED

WE, being the sole member of the Company who at the date of these resolutions is entitled to attend and vote at a general meeting of the Company, RESOLVE, in accordance with section 381A of the Companies Act 1985, AS FOLLOWS:

## ORDINARY RESOLUTIONS IN WRITING

1. THAT the authorised share capital of the Company be increased to £57,740,001 by the creation of an additional 57,739,901 shares of £1 each.
2. THAT the directors be generally and unconditionally authorised, pursuant to section 80 of the Companies Act 1985, to exercise all powers of the Company to allot relevant securities (within the meaning of that section) up to an aggregate nominal amount of £57,740,000 for a period expiring (unless previously renewed, varied or revoked by the Company in general meeting) on the date falling 5 years after the date hereof, but the Company may within that period make an offer or agreement which would or might require relevant securities to be allotted after expiry of this authority and the directors may allot relevant securities in pursuance of that offer or agreement.

These written resolutions in paragraph 1 and 2 take effect as ordinary resolutions.

Signature: 

For and on behalf of Suber Interholdco 1 Limited

Date: 19 October 1999

Date sent to auditors: 14 October 1999



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COMPANIES HOUSE  
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- (D) Newco 4 is a private company limited by shares, incorporated in England on 25 February 1999 under the Companies Act 1985, under company number 3720091 which, on incorporation, had an authorised share capital of £100 divided into 100 Ordinary Shares of £1 each.
- (E) Newco 5 is a private company limited by shares, incorporated in England on 25 February 1999 under the Companies Act 1985, under company number 3720769 which, on incorporation, had an authorised share capital of £100 divided into 100 Ordinary Shares of £1 each.
- (F) At an Extraordinary General Meeting of Newco 2 held on 19 October 1999 it was resolved, inter alia, that the authorised share capital of Newco 2 be increased to £5,220,001 by the creation of a further 5,219,901 Ordinary Shares of £1 each, with a view to issuing shares as consideration for the acquisition by Newco 2 of that part of the undertaking of the Company comprising the entire issued share capital of RB Emerson Limited (such shares being hereinafter referred to as the "**RB Emerson Shares**") in accordance with the terms hereof.
- (G) At an Extraordinary General Meeting of Newco 3 held on 19 October 1999 it was resolved, inter alia, that the authorised share capital of Newco 3 be increased to £104,800,001 by the creation of a further 104,799,901 Ordinary Shares of £1 each, with a view to issuing shares as consideration for the acquisition by Newco 3 of that part of the undertaking of the Company comprising the beneficial entitlement to the entire issued share capital of Rebus China Limited (such shares being hereinafter referred to as the "**Rebus China Shares**") and the entire issued share capital of Rebus Group Limited (such shares being hereinafter referred to as the "**Rebus Group Shares**") in accordance with the terms hereof.
- (H) At an Extraordinary General Meeting of Newco 4 held on 19 October 1999 it was resolved, inter alia, that the authorised share capital of Newco 4 be increased to £57,740,001 by the creation of a further 57,739,901 Ordinary Shares of £1 each, with a view to issuing shares as consideration for the acquisition by Newco 4 of that part of the undertaking of the Company comprising the entire issued share capital of Rebus International Limited (such shares being hereinafter referred to as the "**Rebus International Shares**") and the entire issued share capital of Datasure Holdings Limited (such shares being hereinafter referred to as the "**Datasure Holdings Shares**") in accordance with the terms hereof.
- (I) At an Extraordinary General Meeting of Newco 5 held on 19 October 1999 it was resolved, inter alia, that the authorised share capital of Newco 5 be increased to £10,240,001 by the creation of a further 10,239,901 Ordinary Shares of £1 each, with a view to issuing shares as consideration for the acquisition by Newco 5 of that part of the undertaking of the Company comprising the entire issued share capital of Rebus LG Limited (such shares being hereinafter referred to as the "**Rebus LG Shares**") in accordance with the terms hereof.

**NOW IT IS AGREED** as follows:

## 1. DEFINITIONS AND INTERPRETATIONS

- 1.1 In this Agreement (including the Recitals and Schedules hereto), save where the context otherwise requires, terms defined in the Recitals shall have the same meaning herein and in addition to those terms defined in the Recitals,

**"Encumbrances"** shall mean a mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption, third party right or interest, other encumbrance or security interest of any kind, or another type of preferential arrangement (including, without limitation, a title transfer and retention arrangement) having a similar effect; and

**"Powers of Attorney"** shall mean the power of attorney given by Rebus Group Limited in favour of the Company dated 13 October 1999, the power of attorney given by Datasure Holdings Limited in favour of the Company dated 14 October 1999, the power of attorney given by Rebus International Limited in favour of the Company dated 14 October 1999, the power of attorney given by Rebus LG Limited in favour of the Company dated 14 October 1999, the power of attorney given by RB Emerson Limited in favour of the Company dated 14 October 1999, and the power of attorney given by Rebus China Limited in favour of the Company dated 14 October 1999.

- 1.2 References to clauses, paragraphs and to Schedules are to the clauses, paragraphs and Schedules of this Agreement.
- 1.3 Headings to clauses and Schedules and the use of underlining are for convenience only and shall not affect the interpretation of clauses and Schedules nor the import of words underlined.
- 1.4 A statutory provision includes a reference to:
  - 1.4.1 the statutory provision as modified or re-enacted or both from time to time (whether before or after the date of this Agreement); and
  - 1.4.2 any subordinate legislation made under the statutory provision (whether before or after the date of this Agreement).
- 1.5 Unless the context or subject matter otherwise requires, words importing the singular only shall include the plural and vice versa, words importing a gender include every gender and references to persons include bodies corporate, unincorporated associations or partnerships.
- 1.6 The Recitals and Schedules form part of this Agreement.

## 2. CONDITIONS PRECEDENT

- 2.1 The obligations of each of the parties under this Agreement are subject to and conditional upon the following events happening in the order set out below:

- 2.1.1 the Directors (in their capacity as directors of the Company) making a Statutory Declaration in the form required by Section 89(1) of the Insolvency Act 1986 in connection with the liquidation of the Company pursuant to Clause 3.1.1;
  - 2.1.2 the agreement to and passing of written resolutions by IHCO substantially in the form set out in Schedule 2 (the "**Resolutions**");
  - 2.1.3 the execution by Suber Acquisition Limited ("**SAL**") and the Liquidators of a Deed of Indemnity in favour of the Liquidators substantially in the form set out in Schedule 3 to take effect immediately after the passing of the Resolutions;
  - 2.1.4 the written consent of the Liquidators to act as liquidators of the Company being given pursuant to Rule 4.139(2) of the Insolvency Rules 1986;
  - 2.1.5 the Terms of Engagement Letter, substantially in the form set out in Schedule 4 being signed by the Liquidators and SAL; and
  - 2.1.6 the Letter of Representation, substantially in the form set out in Schedule 5 being signed by the Directors of the Company.
- 2.2 If any of the conditions referred to in Clause 2.1 are not satisfied on or before 30 March 2000 then this Agreement shall cease to apply and no party hereto shall be under any obligation or liability to any other party hereto save that termination shall not release any party from any liability which has already accrued in respect of any act or omission prior to termination.

### 3. **DEMERGER PROPOSALS**

- 3.1 Immediately prior to or forthwith upon the satisfaction of the conditions set out in Clause 2.1:
- 3.1.1 the Directors hereby agree, so far as lies within their fiduciary duties and so as not to be in breach of Section 89(4) of the Insolvency Act 1986, to make a Statutory Declaration in the form required by Section 89(1) of the Insolvency Act 1986 immediately prior to the passing of the Resolutions;
  - 3.1.2 the Company, acting by the Liquidators, shall, pursuant to the authorities given by the Resolutions and Section 110 of the Insolvency Act 1986 and pursuant to the Powers of Attorney, sell and transfer to Newco 2 its legal and beneficial interests in that part of its undertaking comprising the RB Emerson Shares and Newco 2 shall purchase such from the Company in consideration of the allotment and issue of 5,220,000 Ordinary Shares of £1 each in itself, credited as fully paid, free from any Encumbrance and ranking pari passu with any shares previously allotted or issued (the "**Newco 2 Shares**"), such shares to be allotted and issued to the Company or, if the Liquidators so direct, to IHCO;

- 3.1.3 the Company, acting by the Liquidators, shall, pursuant to the authorities given by the Resolutions and Section 110 of the Insolvency Act 1986 and pursuant to the Powers of Attorney, sell and transfer to Newco 3 its legal and beneficial interests in that part of its undertaking comprising the Rebus China Shares and the Rebus Group Shares and Newco 3 shall purchase such from the Company in consideration of the allotment and issue of 104,800,000 Ordinary Shares of £1 each in itself, credited as fully paid, free from any Encumbrance and ranking pari passu with any shares previously allotted or issued (the "**Newco 3 Shares**"), such shares to be allotted and issued to the Company or, if the Liquidators so direct, to IHCO;
- 3.1.4 the Company, acting by the Liquidators, shall, pursuant to the authorities given by the Resolutions and Section 110 of the Insolvency Act 1986 and pursuant to the Powers of Attorney, sell and transfer to Newco 4 its legal and beneficial interests in that part of its undertaking comprising the Rebus International Shares and Dasure Holdings Shares and Newco 4 shall purchase such from the Company in consideration of the allotment and issue of 57,740,000 Ordinary Shares of £1 each in itself, credited as fully paid, free from any Encumbrances and ranking pari passu with any shares previously allotted or issued (the "**Newco 4 Shares**"), such shares to be allotted and issued to the Company or, if the Liquidators so direct, to IHCO; and
- 3.1.5 the Company, acting by the Liquidators, shall, pursuant to the authorities given by the Resolutions and Section 110 of the Insolvency Act 1986 and pursuant to the Powers of Attorney, sell and transfer to Newco 5 its legal and beneficial interests in that part of its undertaking comprising the Rebus LG Shares, and Newco 5 shall purchase such from the Company in consideration of the allotment and issue of 10,240,000 Ordinary Shares of £1 each in itself, credited as fully paid, free from any Encumbrance and ranking pari passu with any shares previously allotted or issued (the "**Newco 5 Shares**"), such shares to be allotted and issued to the Company or, if the Liquidators so direct, to IHCO;
- 3.2 Newco 2 (in respect of the RB Emerson Shares), Newco 3 (in respect of the Rebus China Shares and the Rebus Group Shares), Newco 4 (in respect of the Rebus International Shares and the Dasure Holdings Shares) and Newco 5 (in respect of the Rebus LG Shares) hereby accept, without investigation, such title as the Company may have to the RB Emerson Shares, the Rebus China Shares, the Rebus Group Shares, the Rebus International Shares, the Dasure Holdings Shares and the Rebus LG Shares as the case may be, and shall raise no objection in respect thereof.
- 3.3 Completion of the transactions provided for in Clause 3.1 shall take place immediately prior to or forthwith after the conditions referred to in clause 2.1 have been satisfied (hereinafter referred to as "**Completion**"). All the obligations of this Agreement shall (except for any obligation fully performed on or before Completion) continue in full force and effect after Completion.

3.4 Upon Completion:

3.4.1 the Company shall deliver:

- 3.4.1.1 to Newco 2 duly executed transfers in respect of the RB Emerson Shares together with the relevant share certificates (if any);
- 3.4.1.2 to Newco 3 duly executed transfers and sold notes in respect of the Rebus China Shares in favour of Newco 3 or its nominee together with the relative share certificate and duly executed transfers in blank (if any) and declarations of trust in respect of the Rebus China Shares as are beneficially owned by but not registered in the name of the Company, and duly executed transfers in respect of the Rebus Group Shares together with the relevant share certificates (if any);
- 3.4.1.3 to Newco 4 duly executed transfers in respect of the Rebus International Shares and the Datasure Holdings Shares together with the relevant share certificates (if any); and
- 3.4.1.4 to Newco 5 duly executed transfers in respect of the Rebus LG Shares together with the relevant share certificates (if any).

3.4.2 Newco 2, Newco 3, Newco 4 and Newco 5 shall each allot and issue the Newco 2 Shares, the Newco 3 Shares, the Newco 4 Shares and the Newco 5 Shares, respectively, in accordance with the provisions hereof and shall each make the appropriate entries in its Register of Members in respect of the allotment and issue of the Newco 2 Shares, Newco 3 Shares, Newco 4 Shares and the Newco 5 Shares respectively.

4. **UNDERTAKINGS**

- 4.1 Each of the parties hereto (other than the Liquidators) undertakes to the others that (subject to fiduciary duties) he will take all practicable steps in the use and exercise of his rights as shareholder and/or director from time to time and/or the votes he directly or indirectly controls or may, in accordance with the provisions of this Agreement, come to control, at General Meetings of the Company, RB Emerson Limited, Rebus China Limited, Rebus Group Limited, Rebus International Limited, Datasure Holdings Limited and Rebus LG Limited and at Board Meetings of any such companies, to ensure observance of the terms of this Agreement (in particular, the registration by RB Emerson Limited, Rebus China Limited, Rebus Group Limited, Rebus International Limited, Datasure Holdings Limited and Rebus LG Limited of Newco 2, Newco 3, Newco 4 and Newco 5, as the case may be, as members) and each of the parties hereto further undertakes that he will do all such reasonable acts, matters or things and execute all documents reasonably necessary or desirable to give full force and effect to the provisions of this Agreement.
- 4.2 Each of the parties hereto further undertakes to the others that he will not transfer or seek or procure the transfer of any shares in the Company, Newco 2, Newco 3, Newco

4, Newco 5, RB Emerson Limited, Rebus China Limited, Rebus Group Limited, Rebus International Limited, Datasure Holdings Limited and Rebus LG Limited other than pursuant to the terms of this Agreement until the demerger provided for in Clause 3 of this Agreement shall have been completed or lapsed, nor shall the Company, Newco 2, Newco 3, Newco 4 and Newco 5 allot or grant options over, any shares in its capital of any class whatsoever or take any other step which could have a material adverse effect on the demerger provided for in Clause 3, other than pursuant to the terms of this Agreement, until the demerger provided for in Clause 3 of this Agreement shall have been completed or lapsed.

## **5. LIABILITIES OF THE LIQUIDATORS**

- 5.1 No representation, warranty, undertaking or condition is given, nor is any to be implied, on the part of the Liquidators in their personal capacity as Liquidators as to the title of the Company to the assets transferred pursuant to this Agreement, or that any such assets are free from mortgages, charges, liens or encumbrances or as to any other matter whether arising under this Agreement or otherwise.
- 5.2 For the avoidance of doubt it is hereby declared and agreed that the Liquidators are entering into this Agreement solely in their capacity as liquidators of the Company and accordingly they shall only be obliged to perform the obligations hereunder. To the extent that they are able to do so in such capacity and in the absence of fraud, negligence or wilful default in respect of their obligations hereunder (including the fraud, negligence or wilful default of any employee of PricewaterhouseCoopers who, at the request or under the direction of the Liquidators, has been or becomes engaged in the conduct of the liquidation of the Company) they shall incur no personal liability under or in relation to this Agreement or under or in relation to any document executed pursuant to this Agreement.

## **6. FURTHER ASSURANCE**

- 6.1 In addition to its obligations under clause 3.4.1 the Company undertakes on or after Completion to execute such other documents and do all such other acts and things as may reasonably be required by Newco 2, Newco 3, Newco 4 and Newco 5 (at the cost of Newco 2, Newco 3, Newco 4 and Newco 5, as the case may be) to vest in Newco 2, Newco 3, Newco 4 and Newco 5, in accordance with their entitlements as provided for in this Agreement, the RB Emerson Shares, the Rebus China Shares, the Rebus Group Shares, the Rebus International Shares, the Datasure Holdings Shares and the Rebus LG Shares, as the case may be.
- 6.2 In addition to their obligations under clause 3.4.2 Newco 2, Newco 3, Newco 4 and Newco 5 undertake on or after Completion to execute such other documents and do all such other acts and things as may reasonably be required to allot and issue the Newco 2 Shares, the Newco 3 Shares, the Newco 4 Shares, and the Newco 5 Shares, respectively, and make the appropriate entries in its Register of Members in respect of the allotment and issue of the Newco 2 Shares, the Newco 3 Shares, the Newco 4 Shares and the Newco 5 Shares respectively.

- 6.3 Without prejudice to the generality of clause 3.4.1 the Company undertakes to procure duly convened board meetings of RB Emerson Limited, Rebus China Limited, Rebus Group Limited, Rebus International Limited, Dasure Holdings Limited and Rebus LG Limited for the purpose of approving registration (subject to stamping, if required) of the transfers of the RB Emerson Shares, the Rebus China Shares, the Rebus Group Shares, the Rebus International Shares, the Dasure Holdings Shares and the Rebus LG Shares in the statutory books of RB Emerson Limited, Rebus China Limited, Rebus Group Limited, Rebus International Limited, Dasure Holdings Limited and Rebus LG Limited, as the case may be.

**7. ASSIGNMENT**

This Agreement is personal to the parties hereto and no party shall be entitled to assign the benefit or burden of this Agreement in whole or in part to any other person without first obtaining the prior written consent of each of the other parties hereto which consent may be given or withheld in the absolute discretion of each such party.

**8. AMENDMENTS**

- 8.1 No amendment of any of the provisions of this Agreement shall be effective unless made in writing and signed by or on behalf of each of the parties hereto.
- 8.2 No failure or delay on the part of any party hereto in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

**9. ENTIRE AGREEMENT**

This Agreement (together with the Schedules) constitutes the entire Agreement between the parties in connection with the subject matter hereof and supersedes and cancels all previous negotiations, commitments or writings with respect thereto.

**10. RELATIONSHIP OF THE PARTIES**

Save as between the Liquidators and the Company, none of the parties hereto shall represent himself as the agent or legal representative of any of the other parties hereto for any purpose whatsoever and none of the parties hereto shall have any right to create or assume any obligations of any kind (express or implied) for or on behalf of any of the other parties hereto in any way whatsoever and nothing in this Agreement shall be deemed to constitute a partnership between the parties hereto for any purpose.

**11. COUNTERPARTS**

This Agreement may be executed in one or more counterparts each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.



**12. NOTICES**

Any notice, request, instruction or other document to be given by any party to this Agreement shall be in writing and shall be deemed duly served if delivered personally or sent by pre-paid recorded delivery to the address of the relevant party or parties set out in this Agreement or to such other address as the party to be served may have notified as its address for service. Any notice delivered personally shall be deemed to be received when delivered and any notice sent by pre-paid recorded delivery post shall be deemed to be received 24 hours after posting to an address in the United Kingdom or 5 days after posting to an address outside the United Kingdom and in proving the time of despatch it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and posted.

**13. PARTIAL INVALIDITY**

If any provisions of this Agreement are prohibited or unenforceable in any jurisdiction in relation to any party hereto such prohibition or unenforceability shall not invalidate the remaining provisions hereof or affect the validity or enforceability of any such provision in any other jurisdiction or in relation to any other parties hereto.

**14. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the High Court of Justice in England.

**AS WITNESS** the hands of the parties the day and year first above written.

## **SCHEDULE 1**

### **The Directors**

#### NAME

#### ADDRESS

Roger Denis SUMMERS

15 Five Acres  
Danbury  
Chelmsford  
Essex CM13 4NB

Peter Eric PRESLAND

Rats Castle  
Castleton's Oak  
Cranbrook Road  
Biddenden  
Ashford  
Kent TN27 8DY

## SCHEDULE 2

### The Resolutions

#### 1. SPECIAL RESOLUTIONS IN WRITING

- (i) THAT the Company be hereby wound up voluntarily pursuant to Section 84 of the Insolvency Act 1986 and that Colin Graham Bird and Nigel Steven Hill of Messrs PricewaterhouseCoopers, Plumtree Court, London EC4A 4HT (the "**Liquidators**") be and they are hereby appointed liquidators for the purpose of such winding-up, and that any act required or authorised under any enactment to be done by the Liquidators may be done by either one of the Liquidators and the powers, authorities and discretions given to the Liquidators shall be exercisable by either one of the Liquidators; and
- (ii) THAT the terms and conditions of a reconstruction agreement between the Directors of the Company, the Company, the Liquidators, Newco 2, Newco 3, Newco 4, and Newco 5 (the "**Reconstruction Agreement**"), an execution copy of which is annexed hereto and signed by the Chairman for the purposes of identification, be and they are hereby approved; and
- (iii) THAT the Liquidators be and they are hereby authorised pursuant to Section 110 of the Insolvency Act 1986 to enter into and carry the Reconstruction Agreement into effect upon the terms and subject to the conditions therein and in particular to transfer those parts of the undertaking of the Company as are referred to in the Reconstruction Agreement; and
- (iv) THAT the allotment and issue of shares in Newco 2, Newco 3, Newco 4 and Newco 5 to be made pursuant to Clause 3.1 of the Reconstruction Agreement be made to the Company or, if the Liquidators so direct, to Suber Interholdco 1 Limited ("**IHCO**"), the Company's sole shareholder, and, in any event, such allotment and issue of shares be and they are hereby accepted by IHCO in full and final settlement of all claims which it may have against the Company in respect of its holding of shares in the capital of the Company except in respect of its entitlement to any distribution thereunder.

#### 2. EXTRAORDINARY RESOLUTIONS IN WRITING

- (i) THAT the Liquidators be and they are hereby authorised to exercise any of the powers specified in Part I of Schedule 4 to the Insolvency Act 1986 (payment of debts, compromises of claims etc); and
- (ii) THAT the Liquidators be empowered to distribute amongst the Company's members in specie or in kind the whole or any part of the Company's assets (whether they shall consist of property of the same kind or not) and where any difficulty arises with regard to the distribution, the directors may settle the same and in particular may issue fractional certificates and fix the value for distribution of assets and may determine that cash shall be paid to any member upon the footing of the value so fixed in order to adjust the rights of members and may vest any assets in trustees.

3. **ORDINARY RESOLUTION IN WRITING**

- (iii) THAT the remuneration of the Liquidators be fixed on the basis of time spent by them and their members of staff and disbursements (including expenses) incurred by them and they be and are hereby authorised to draw such remuneration monthly or at such longer intervals as they may determine.

DATED October 1999

- (1) SUBER ACQUISITION LIMITED
- (2) COLIN GRAHAM BIRD
- NIGEL STEVEN HILL

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DEED OF INDEMNITY  
(SECTION 110 INSOLVENCY ACT 1986  
SCHEME OF RECONSTRUCTION)

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**CLIFFORD CHANCE**

THIS DEED OF INDEMNITY is made on the

day of October 1999

**BETWEEN :**

- (1) **SUBER ACQUISITION LIMITED** (the "**Indemnifier**") a company incorporated in Bermuda (registered number EC26053) whose registered office is at Cedar House, 41 Cedar Avenue, Hamilton, HM12, Bermuda; and
- (2) **COLIN GRAHAM BIRD** and **NIGEL STEVEN HILL** (together the "**Liquidators**") of PricewaterhouseCoopers ("**PwC**") of Plumtree Court, London EC4A 4HT.

**WHEREAS :**

- (A) By special resolutions of Crocusglade Limited (the "**Company**") (Company number 3720114), whose registered office is at Cutlers Court, 115 Houndsditch, London EC3A 7BR, agreed to and passed as written resolutions immediately prior to the execution of this Deed, it was resolved that:
  - (a) the Company be placed into members' voluntary liquidation; and
  - (b) the Liquidators be appointed liquidators of the Company for the purposes of the winding up.
- (B) By an agreement (the "**Reconstruction Agreement**") of even date made between the Directors of the Company (1), the Company (2), the Liquidators (3), Rebus Electrical Services Limited (4), Rebus HR Group Limited (5), Rebus Insurance Services Limited (6) and Rebus LG Holdings Limited (7), the Company agreed to transfer the RB Emerson Shares, the Rebus China Shares, the Rebus Group Shares, the Rebus International Shares, the Datasure Holdings Shares and the Rebus LG Shares (as those terms are defined in the Reconstruction Agreement) to Rebus Electrical Services Limited, Rebus HR Group Limited, Rebus Insurance Services Limited and Rebus LG Holdings Limited as set out in the Reconstruction Agreement in consideration, inter alia, of the issue to the Company or, at the Liquidators' direction, to the Company's sole shareholder, Suber Interholdco 1 Limited, of certain shares (as set out in clause 3.1 of the Reconstruction Agreement) in the capital of Rebus Electrical Services Limited, Rebus HR Group Limited, Rebus Insurance Services Limited and Rebus LG Holdings Limited pursuant to a scheme of reconstruction under the provisions of Section 110 of the Insolvency Act 1986.
- (C) The Liquidators, at the request of the Company, have agreed to accept the appointment as liquidators of the Company on the basis of the Indemnifier providing to the Liquidators this Indemnity and the Indemnifier has agreed to do so on the following terms and conditions.

NOW IT IS AGREED as follows:

4. **DEFINITIONS AND INTERPRETATION**

- 4.1 In this Deed (except where the context otherwise requires or there is express provision to the contrary) the following expressions will have the following meanings:

**"Business Day"** means a day on which banks are open in London for the transaction of business of the nature required by this Deed;

**"Liabilities"** means any actions, proceedings, claims, demands, costs, damages, expenses, taxes, duties, levies, interest, fines, criminal sanctions, penalties, liabilities, losses and charges of whatsoever nature (whether actual, contingent or future) incurred at any time whether before or, subject to clause 3, after the execution hereof which arise out of or in connection with this Deed and/or the Reconstruction Agreement, the Liquidators' acceptance of appointment as Liquidators of the Company or the liquidation of the Company (including (but not limited to) any invalidity or defect in connection therewith and any application, transfer or distribution of the assets of the Company without regard to or investigation of any actual or alleged creditors but not including the Winding-up Costs) and in respect of which in each and every case of the above the Liquidators are ordered or required to pay such amounts as a personal liability (albeit in each case subject to clause 2.11); and

**"Letter of Engagement"** means the letter dated 8 September 1999 from the Liquidators to the Indemnifier; and

**"Winding-up Costs"** means the costs of winding-up the Company including, without limitation, the Liquidators' remuneration, disbursements, out of pocket expenses and legal and other professional charges in respect thereof on the basis agreed with the Indemnifier.

- 4.2 References to clauses, paragraphs and to Schedules are to the clauses and paragraphs of and Schedules to this Deed.
- 4.3 Headings to clauses and Schedules and the use of underlining are for convenience only and shall not affect the interpretation of clauses and Schedules nor the import of words underlined.
- 4.4 A statutory provision includes a reference to:
- 4.4.1 the statutory provision as modified or re-enacted or both from time to time (whether before or after the date of this Deed); and
  - 4.4.2 any subordinate legislation made under the statutory provision (whether before or after the date of this Deed).
- 4.5 Unless the context or subject matter otherwise requires, words importing the singular only shall include the plural and vice versa, words importing a gender include every gender and references to persons include bodies corporate, unincorporated associations or partnerships.

- 4.6 The recitals and Schedules form part of this Agreement and words and phrases used in the recitals and the Schedules shall, where the context admits, have the meanings attributed under this Deed.

5. **GENERAL INDEMNITY**

- 5.1 In consideration of the Liquidators' acceptance of appointment as Liquidators of the Company and subject to clause 2.11 the Indemnifier hereby undertakes to the Liquidators jointly and severally on demand to pay, satisfy and discharge all Liabilities and all Winding-up Costs within 5 Business Days of the demand being made, in each case on a full indemnity basis and to indemnify and at all times hereafter (whether before or, subject to clause 3, after the Liquidators or their respective successors have ceased to act as liquidators of the Company) fully and effectually to hold the Liquidators, their partners, heirs, successors, personal representatives and any employee of the Liquidators or PwC to the extent that such have, at the request or direction of the Liquidators, been or become engaged in the conduct of the winding up, indemnified on demand (any amounts to be paid within 5 Business Days of the making of the demand) against all Liabilities and Winding-up Costs.
- 5.2 This Deed shall be without prejudice to any other right of indemnity to which the Liquidators or any such person aforesaid is entitled by law and whether or not any claim which the Liquidators may have hereunder also gives rise to any claim on their part for reimbursement as an expense of the winding up of the Company (and whether or not the Company's assets are sufficient to permit any such claim for reimbursement to be met).
- 5.3 Subject to the provisions of clause 2.11, nothing in this Deed or in any document executed pursuant hereto or in connection herewith including, without limitation the Reconstruction Agreement to be entered into in respect of the Company, shall impose any personal liability on the Liquidators.
- 5.4 The Indemnifier agrees not to exercise, and to waive, all rights of set off or counterclaim and all other rights which would or might delay, adversely affect or prevent or tend to prevent the indemnity in clause 2.1 from taking effect or being enforced according to its express terms and if the Indemnifier is compelled by law to make any deduction or withholding from any amount payable under the said indemnity or if any such payment shall be or become subject to any tax, duty or levy of any kind (whether before or after the same has been paid to the Liquidators) the Indemnifier shall immediately pay to the Liquidators such additional amount or amounts as will result in the payment to and retention by the Liquidators of the full amount or amounts which would have been received and retained by them but for such deduction or withholding or the imposition of tax, duty or levy.
- 5.5 If the Indemnifier pays to the Liquidators an amount pursuant to a claim in respect of this Deed and the Liquidators subsequently recover from a third party an amount in respect of that claim, the Liquidators shall forthwith repay to the Indemnifier so much of the amount paid by it as does not exceed the amount received from such third party, less all costs, charges and expenses reasonably incurred by the Liquidators in obtaining



that payment and in recovering that amount from the third party concerned and any applicable tax subject to the Liquidators' right to apply such net sums recovered in discharge of any other Liabilities outstanding.

- 5.6 No failure to exercise or delay in exercising any right, power or remedy provided by or under the indemnity in clause 2.1 or by law shall operate as a waiver of any such right, power or remedy.
- 5.7 The benefit of the indemnity in clause 2.1 shall enure to the benefit of the Liquidators, and their personal representatives and successors as Liquidators of the Company and any subsequent liquidators who replace the Liquidators as a result of the Liquidators' removal, resignation or death.
- 5.8 The obligations of the Indemnifier under clause 2.1 of this Deed are as primary obligor and not as surety.
- 5.9 Accordingly, subject to clause 2.11 and 3, the Indemnifier shall not be discharged nor shall its liability be affected by anything which might discharge it or affect its liability if it were not the sole principal debtor including:
  - 5.9.1 any time, indulgence, waiver or consent at any time given to the Company, the Indemnifier or any other person;
  - 5.9.2 any amendment to this Deed or any other document;
  - 5.9.3 the making or absence of any demand on the Company or the Indemnifier or any other person;
  - 5.9.4 the enforcement or absence or enforcement of this Deed or any other document;
  - 5.9.5 the dissolution, amalgamation, reconstruction or reorganisation of the Indemnifier or any other person; or
  - 5.9.6 the illegality, invalidity or enforceability of, or any defect in, any provisions of this Deed.
- 5.10 The Indemnifier acknowledges that the Liquidators have entered into the Deed on the basis of, and in full reliance on, the letter of representation dated      October 1999 given to the Liquidators by Roger Denis Summers and Peter Eric Presland, the directors of the Company.
- 5.11 It is hereby agreed by the Liquidators, notwithstanding any other provision of this Deed, that the indemnities in favour of them constituted by this Deed shall not extend to Liabilities or Winding-up Costs that would not have arisen or would not have constituted liabilities or costs which the Liquidators were obliged to meet but for any wilful default, negligence or fraud or the breach of the terms of the Letter of Engagement by the Liquidators or their agents, advisers or employees (excluding any advisers, agents or employees of the Company unless and to the extent that they are acting solely in accordance with the Liquidators' instructions) provided always and for

the avoidance of doubt, that nothing herein shall limit the scope or extent of such indemnities where the Liquidators have acted or, as the case may be omitted to act, in a manner consistent with the terms upon which they have been engaged to act as Liquidators of the Company or under the Reconstruction Agreement or in a manner required by law.

**6. DURATION OF INDEMNITY**

Notwithstanding the other terms of this Deed, the liability of the Indemnifier under this Deed shall be limited to an amount equal to the gross market value of the assets vested in the Company at the commencement of the liquidation and shall cease to have effect on the expiry of a period of two years from the date of the dissolution of the Company.

**7. INVALIDITY OF ANY PROVISION**

If any of the provisions of this Deed becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

**8. NOTICES**

- 8.1 Any notice or communication under or in connection with this Deed may be delivered personally or by post or facsimile to the address given in this Deed or at such other address as the proposed recipient may have notified to the other party in writing. Proof of posting or despatch shall be deemed to be proof of receipt:

8.1.1 in the case of a letter sent by pre-paid first class post, on the third Business Day after posting or if outside the United Kingdom on the seventh Business Day after posting; and

8.1.2 in the case of a facsimile, on the day of transmission or, if not a Business Day, the Business Day following the date of transmission.

- 8.2 The address and facsimile numbers referred to in clause 5.1 above are:

- (a) The Liquidators  
Colin Graham Bird and Nigel Steven Hill  
PricewaterhouseCoopers  
Plumtree Court  
London EC4A 4HT  
Fax: 0171 822 4652
- (b) The Indemnifier  
Suber Acquisition Limited  
c/o Rebus Group Limited  
Cutlers Court  
115 Houndsditch  
London EC3A 7BR  
Attention: Timothy Score / Fax: 0171 623 9797

9. **SUBMISSION TO JURISDICTION**

9.1 The Indemnifier irrevocably:

- 9.1.1 submits to the non-exclusive jurisdiction of the courts of England;
- 9.1.2 waives any objections on the ground of venue or forum non conveniens or any similar grounds; and
- 9.1.3 consents to service of process by mail or in any other manner permitted by the relevant law.

9.2 The Indemnifier shall at all times maintain an agent for service of process in England. Such agent shall initially be Rebus Group Limited at the address given in clause 5.2(b) above and the Indemnifier undertakes not to revoke the authority of the above agent and if, for any reason, such agent no longer serves as agent of the Indemnifier to receive service of process the Indemnifier shall promptly appoint another such agent in England and advise the Liquidators thereof.

10. **COUNTERPARTS**

This Deed may be signed in any number of counterparts, each of which shall constitute an original when executed and delivered by any party to this Deed, and all of which shall, taken together, constitute one and the same Deed, and shall take effect from the time of execution of the last counterpart.

11. **CHOICE OF LAW**

11.1 This Deed is governed by, and shall be construed in accordance with, the laws of England.

Executed as a Deed by the authorised representatives of the parties and delivered on the date first above written.

Executed as a Deed by )  
**SUBER ACQUISITION LIMITED** )  
by its duly authorised representative )

Executed as a Deed by )  
**COLIN GRAHAM BIRD** )  
as Liquidator (without personal liability) )  
in the presence of )

Executed as a Deed by )  
**NIGEL STEVEN HILL** )  
as Liquidator (without personal liability) )  
in the presence of )

BY COURIER

PricewaterhouseCoopers  
Plumtree Court  
London EC4A 3HT  
Telephone +44 (0) 171 333 5000  
Facsimile +44 (0) 171 332 4652

The Directors  
Suber Acquisition Limited  
Cedar House  
41 Cedar Avenue  
Hamilton HM12  
Bermuda

8 September 1999

Our ref: NW/CD/July 99/Crocusglade 3007

Dear Sirs

## **Solvent Liquidation of Crocusglade Limited ("Crocusglade")**

### **Introduction**

We are writing to set out the basis on which we will act as Liquidator in the members' voluntary liquidation ("MVL") of Crocusglade, a newly formed UK group company.

We understand that liquidation is necessary as part of the reorganisation of the Rebus group. We have carried out a brief review of the financial statements of the group but we have not carried out a proper pre-liquidation review of Crocusglade.

In this letter, we have addressed certain commercial, taxation and procedural issues which require consideration prior to putting Crocusglade into MVL. However, we have not sought to set out in detail the mechanics of solvent liquidation in the UK, nor the work that we will need to carry out in our pre-liquidation review. However, should you require any further information on these, please do not hesitate to contact us.

### **Voluntary liquidation**

As you may be aware, the mechanics of the actual liquidation are relatively straightforward and are governed by the Insolvency Act 1986. The complexity is in ensuring that all liabilities of Crocusglade are properly identified and notices are given to the creditors of Crocusglade in accordance with the requirements of the Insolvency Act 1986. The best way of achieving this is through a pre-liquidation review/due diligence process. The liquidator will be personally liable if he distributes the assets and later finds out that there is a creditor who should have been paid and has not been.

The Directors

Our ref: NW/CD/July 99/Crocusglade 3007

8 September 1999

The liquidation of the company and the associated preceding transactions will require careful project management. From our initial review, it seems that our work will fall into three main phases:

***High level planning review***

The key objective is to confirm that the plan of liquidation as being envisaged is feasible from all legal, commercial and practical points of view and to establish the nature and quantum of liabilities of Crocusglade both actual and contingent.

We have assumed in preparing this letter that most of the preparation for and implementation of the transfer of the trade and assets of Crocusglade will be undertaken by Crocusglade staff and Clifford Chance as Group's advising lawyers. However, as potential liquidators, we will need to review these arrangements to ensure, in particular, that no residual liabilities will remain with Crocusglade upon the post liquidation transfer of the trade. We will, of course, utilise whatever work has been carried out by Crocusglade's staff and the lawyers in order to minimise costs and avoid unnecessary duplication of work.

During this process the detailed plan of liquidation is being drawn up and the phase is due to culminate with the meeting with the Crocusglade Board in due course when we understand that it is intended that the final approval of the plan will be given.

***Pre-liquidation due diligence***

As noted above, a voluntary liquidation will require careful planning and most of our detailed work takes place prior to the date of liquidation. We will need to carry out a complete review of Crocusglade's records in order to seek out as far as practicable any potential claims or difficulties likely to arise in the liquidation which may have an effect on its outcome and hence upon the desirability of the course proposed.

During this phase it will be necessary to develop the review work carried out at the initial review stage and to produce a complete listing of all liabilities of Crocusglade, actual and contingent, in order that the settlement of liabilities can be monitored and progressed as far as possible in the month prior to liquidation.

All liabilities that are not settled in full prior to the commencement of the liquidation will attract interest by law. The current rate of interest payable to creditors on their claims in solvent liquidations under the provisions of Section 189 of the Insolvency Act 1986 is 8%.

The Directors

Our ref: NW/CD/July 99/Crocusglade 3007

8 September 1999

We will need to discuss further how to deal with this issue on liabilities that cannot be settled prior to the proposed liquidation date.

***Implementation of the liquidation plan***

Once the plan has been finalised and the company is placed into liquidation, we will need to monitor the transfer of any assets and the payment of liabilities to ensure that all liabilities identified have been adequately dealt with.

We understand that the detailed timetable for the liquidation has not yet been finalised. Where possible, it would be preferable for assets to be distributed after the creditors' claim date has expired. However, we appreciate that the Section 110 agreement is to take effect on or shortly after the commencement of the liquidation.

**Retentions and indemnities**

We will need to discuss in detail the retentions and indemnities that will be necessary and the acceptance of the liquidation appointment is dependent on satisfactory arrangements being put in place to ensure that funds are available to settle all actual liabilities and that the liquidators are indemnified for contingent liabilities. To illustrate, a form of structure that might be appropriate is as follows:

- Indemnity from SAL for all trading liabilities assumed and for all non-trading contingent liabilities identified.
- Retention of cash in an amount and upon such terms as may be agreed for liabilities that need to be settled by Crocusglade plus a contingency sum.

The final form of these arrangements can be agreed at a future meeting but must be in place prior to the appointment of the liquidators.

**Liquidation costs**

Actual fees incurred by the liquidators and his staff will be based upon time spent on the liquidation and in the more labour intensive preparatory phases. However, as an indication based on the work carried out so far, we would estimate that the cost of the initial phase through to the meeting at which the plan is approved by Crocusglade's board, is likely to involve time costs of approximately £20,000. It is likely that phase II involving the detail due diligence and exercise to ensure that all liabilities are dealt with will necessitate time costs of up to £4,000 whilst we estimate that post liquidation phase through to distribution

The Directors

Our ref: NW/CD/July 99/Crocusglade 3007

8 September 1999

will involve time costs in the order of £11,000 to £15,000. It is agreed that SAL will settle all costs of the liquidation on presentation of invoices by PwC in a timely manner.

There will be residual costs involved in keeping the liquidation open whilst the formal assignments of legal ownership of property are completed and ultimately in the closure of the formal liquidation. The man hours required at this stage will however be greatly reduced from the high levels of activity required for the earlier phases.

The above broad estimates are based on the following assumptions:

- Any work required to be performed by the PricewaterhouseCoopers Tax Department (we understand that our tax partner, Ian Taplin, is providing the necessary advice) in relation to pre and post liquidation taxation liabilities will be billed separately and carried out in conjunction with Crocusglade staff and Crocusglade's advisors.
- Legal work carried out for Crocusglade by Clifford Chance will be billed separately.
- The company's records and statutory books are reliable, well ordered and up to date.
- The accounts in support of the Declaration of Solvency will be prepared by Crocusglade or Crocusglade auditors.
- We continue to receive the full co-operation of company staff and external advisors.
- Liquidation of Crocusglade will not prolong beyond one year.

***Out of pocket expenses***

In addition to the above fees, we will need to charge SAL (for Crocusglade) for the liquidator's out of pocket expenses incurred in the process. The out of pocket expenses which we would incur are:

- The cost of legal advice and drafting the requisite indemnities. The liquidators would consider the draft indemnities prepared by Clifford Chance and would only seek independent legal opinion in the event problems arise in our negotiations with Clifford Chance. We expect the fees to be in the region of £5,000, but we would obtain an estimate as soon as we are instructed in this matter.
- Advertising in the London Gazette, at both the commencement and the finish of the liquidation, including the final winding-up meeting – at current rates £375.
- Advertising in a national newspaper the Notice to Creditors - £400.

The Directors

Our ref: NW/CD/July 99/Crocusglade 3007

8 September 1999

- Bonding premium. Since 29 December 1986, when the Insolvency Act 1986 came into force, all licensed practitioners must give security for the proper performance of their duties.

Accordingly, the liquidators will be required to obtain from their insurance broker a specific cover on a case by case basis to the value of the estimated gross assets (including inter-company debts) disclosed by the directors' Declaration of Solvency. Current bond premium rates vary from £40 (assets of £20,000) to £1,400 (assets in excess of £5m).

- Swearing fees relating to the Declaration of Solvency sworn by the directors prior to liquidation (if arranged by us) - £120.
- Telex, telephone calls, faxing charges, courier service and the like. To be charged when incurred.
- HM Land Registry Search Fee - £10 per name search.
- Company Search Report costs - £40.

It should be pointed out that in the event that it is not possible to agree the indemnity and retention agreements between the liquidators and Clifford Chance, the solicitors acting on behalf of Crocusglade, it may be necessary for the liquidators to obtain independent legal advice on behalf of Crocusglade.

In addition, the following further residual costs will arise:

- Write to the Registrar of Companies and file the Declaration of Solvency, Resolutions and appointment of liquidators.
- Implementation of the scheme, dealing with the transfer of the assets, executing relevant legal documents, inform the secretary of registrar of every company in which shares or other securities are held of the liquidation.
- Inform Crocusglade's bankers, accountants and solicitors of the liquidation.
- Confirm a tax position for pre-liquidation periods with the tax advisors.
- Confirm tax position for post-liquidation periods with the tax advisors.
- A year after the liquidation and six months after that prepare a liquidators' receipts and payments and file them with the Registrar to Companies.



The Directors

Our ref: NW/CD/July 99/Crocusglade 3007

8 September 1999

- Within three months of each anniversary of the liquidation hold an annual meeting of shareholders.
- Confirm with any professional advisers used in the liquidation that there are no outstanding matters or accounts.
- Call the final meeting of shareholders.
- Hold final meeting and file final winding-up return with the Registrar of Companies.

### *Liquidator's basic duties*

The liquidator's basic duties in this particular case can be summarised as follows:

- To enter into and give effect to the Section 110 reconstruction agreement in accordance with the terms of a Special Resolution to be passed by Crocusglade's shareholder;
- To complete the liquidation formalities leading to the ultimate dissolution of Crocusglade in due course;
- In each case, to act in accordance with the Insolvency Act 1986 and Rules made thereunder (in each case as amended) and the Articles of Association of Crocusglade;
- Advertise for creditor claims, adjudicate any claims received and pay any agreed creditors claims in full.

### *PwC Credentials*

We have the largest solvent reorganisation practice in the UK. In London we have over 25 dedicated liquidation staff who are specialists in solvent liquidation. We are just completing similar arrangements for two major client groups and the staff would be free to work on Crocusglade to complete the transaction within the current proposed timeframe which is being considered.

Our clients, for whom similar arrangements have been successfully concluded have included:

Alcan, Bank of England, Barclays, BET, British Gas, Campbell's, Caradon, Carlton, Compaq, Courage, Courtauld, Credit Agricola, Du Pont, Ever Ready, Flemings, Foreign & Colonial, Gan, Granada, Guinness, JP Morgan, Jardines, Kodak, Land Securities, Lloyds Bank, London & Edinburgh, Microsoft, Prudential, Redland, Reuters, Royal Insurance, Shell, Sears, Sony, SmithKline Beecham, Sterling-Winthrop, Tesco, Toshiba, UBS, Westinghouse.

The Directors

Our ref: NW/CD/July 99/Crocusglade 3007

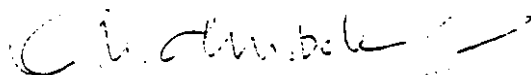
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**Conclusion**

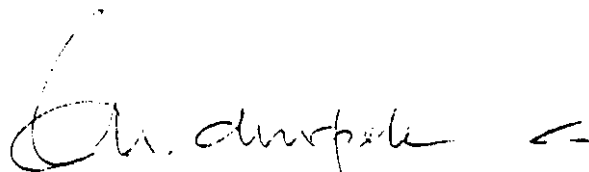
Thank you for your instructions on this liquidation. We anticipate that, unless we identify issues pre-liquidation that would cause the liquidation plan to be reconsidered, we will be in a position to commence the pre-liquidation when the scheme is formally accepted by the Crocusglade Board. If the above terms are acceptable to you, please sign the copy letter enclosed and return it to us at the above address.

We trust that the above is self explanatory but should you require clarification on any point, please do not hesitate to contact us on 0171 804 5575 or our colleague Chandra Dhupelia on 0171 804 5565

Yours faithfully



Chandra Dhupelia  
Duly authorised to sign on behalf  
of Colin Bird



Chandra Dhupelia  
Duly authorised to sign on behalf  
of Nigel Steven Hill

CGB/CND

bcc: Richard Gregorian, Clifford Chance

Acceptance:

We agree to and accept the terms of the above engagement letter.

.....

For and on behalf of Suber Acquisition Limited

**To:** Colin Graham Bird and Nigel Steven Hill

**From:** Directors of Crocusglade Limited

**Dated:** October 1999

We, the directors of Crocusglade Limited (the "**Company**") confirm that the Company was duly incorporated on 25 February 1999 under company number 3720114 and became a wholly owned subsidiary of Suber Interholdco 1 Limited ("**IHCO**") on 4 August 1999. We were appointed as directors of the Company on 4 August 1999.

On 14 October 1999 the Company entered into a share for share agreement, pursuant to which IHCO transferred the entire issued share capital in Rebus Group Limited to the Company. The consideration for the sale and transfer was satisfied by the issue and allotment by the Company to IHCO of 178,000,000 ordinary shares of £1 each in the capital of the Company.

Rebus Group Limited and its subsidiary companies (the "**Rebus Group**") have effected the inter-group transfer of certain Rebus Group shares and assets in order to ensure that companies which predominantly carry out, and assets which are predominantly used in, the business of one of the divisions of the Rebus Group are grouped as separate divisions under the Company (the "**Reorganisation**"). Accordingly, Rebus International Limited, Rebus LG Limited, RB Emerson Limited, Datasure Holdings Limited and Rebus China Limited became direct subsidiaries of the Company on 15 October 1999, in addition to Rebus Group Limited.

On 12 February 1999 Suber Acquisition Limited ("**SAL**") and various Banks entered into a facility agreement (as restated and supplemented by a supplemental agreement dated 18 March 1999, the "**Facility Agreement**") which, inter alia, provided an acquisition facility to SAL to finance a takeover offer for the entire issued and to be issued share capital of Rebus Group PLC (now Rebus Group Limited). The takeover offer became wholly unconditional on 8 March 1999. Since that date both IHCO and Rebus Group Limited have provided security to the Banks under the Facility Agreement. In order for the Reorganisation to proceed certain waivers of the terms of the Facility Agreement were required from the Banks. It was a condition of the Banks granting such waivers that the Company enter into a guarantee and debenture with Chase Manhattan International Limited as security agent on 14 October 1999 (the "**Guarantee and Debenture**"). A deed of release, releasing the Company from its obligations under the Guarantee and Debenture was delivered on October 1999.

Prior to our appointment as directors of the Company, and as far as we are aware, the Company has not traded.

.....

Roger Denis Summers

.....

Peter Eric Presland

SIGNED BY  
**ROGER DENIS SUMMERS**  
As Director

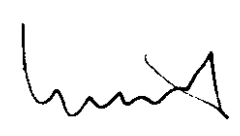
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SIGNED BY  
**PETER ERIC PRESLAND**  
As Director

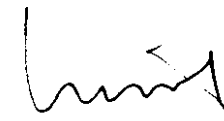
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SIGNED BY

For and on behalf of  
**CROCUSGLADE LIMITED**  
acting by COLIN GRAHAM BIRD and  
NIGEL STEVEN HILL as agents without  
personal liability and in accordance with  
powers of attorney given and made in favour  
of Crocusglade Limited by RB Emerson  
Limited dated 19 October 1999, Rebus Group  
Limited dated 19 October 1999, Rebus  
International Limited dated 19 October 1999,  
Datsure Holdings Limited dated 19 October  
1999, Rebus LG Limited dated 19 October  
1999, Rebus China Limited dated 19 October  
1999.

)  
)  
)   
) Nigel Steven Hill  
Joint Liquidator of  
Crocusglade Limited

SIGNED BY *Nigel Steven Hill, for and on behalf of*  
**COLIN GRAHAM BIRD**

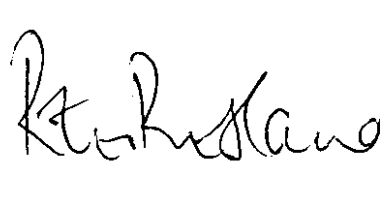
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SIGNED BY  
**NIGEL STEVEN HILL**

)  
) 

SIGNED BY

For and on behalf of  
**REBUS ELECTRICAL  
SERVICES LIMITED**

)  
)  
) 

For and on behalf of  
**REBUS HR GROUP LIMITED**

)  
)  
)  
)  
K. Thelander

For and on behalf of  
**REBUS INSURANCE SERVICES  
LIMITED**

)  
)  
) R. K. S. L. A.  
)  
)

For and on behalf of  
**REBUS LG HOLDINGS LIMITED**

Rick Husband