

Declaration by the directors of a holding company in relation to assistance for the acquisition of shares

155(6)b

— — — — —

and being together with all persons swearing a declaration identical (save for names and addresses of the declarants hereto) to this declaration, in connection with the giving of the financial assistance referred to below,

~~XXXXXXXXXX~~ [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 has been expressed in any business document with the meaning of the Banking Act 1987~~
~~that is 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* JCS Management Services Limited (the "Company") _____ which is

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

in [this company] [_____]
[_____]

XXXXXXXXXXXXXXXXXXXXXXXXXXXX
The foregoing constitutes all the contents of this contract.

For official Use
General Section

EDX
COMPANIES HOUSE
AUG
COMPANIES HOUSE

1178
157 0 9
U043
25/05/05

Please do not
write in this
margin

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

The assistance is to be given to: (note 2) _____

The assistance will take the form of:

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

† delete as appropriate

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

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 £ See Appendix 4

The value of any asset to be transferred to the person assisted is £ Nil

The date on which the assistance is to be given is Within 8 wks from date hereof

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

~~X~~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)

delete either (a) or
(b) as appropriate

(a) ~~¶~~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 the date, and the~~
~~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 ~~X~~we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at

Declarants to sign below

Ershady UR

Day Month Year
on 18 05 2005

before me

Claw Hoppers

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

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
- 5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
Companies House
37 Castle Terrace
Edinburgh
EH4 3EB

KCS Global Limited (Company Number 3805230)

These are Appendices to the declaration in the Form 155(6)(b) made by the directors of KCS Global Limited

Appendix 1 to Form 155((b)

Names and Addresses of the Directors of KCS Global Limited (number 3805230)

Lee Colliss	193 Ambleside Road, Lightwater, Surrey GU18 5UW
Andrew McErlain	Osbornes Wood South Road, St Georges Hill, Weybridge, Surrey KT13 0NA
Alan Douglas Snell	Courtlands, Storrington, Pulborough, West Sussex RH20 3AH

Deepinder Singh Sahni will be signing a separate counterpart of this form, but all directors have the intent that this form and its counterparts be regarded as one and the same form of statutory declaration for the purposes of section 155(6) and section 156 of the Companies Act 1985.

Appendix 2 to Form 155(6)(b)

**The form of the financial assistance to be given by JCS Management Services Limited
(company number 2816149) (the "Company")**

1. A senior secured sterling Facility comprising a term loan in the maximum aggregate principal amount of £2,500,000 (the "**Senior Facility**") to be made available by HSBC Bank plc (the "**Lender**") to KCS Global Holdings Limited (the "**Buyer**") and security for which is to be given inter alia by the Buyer and the Company and by the following companies, namely:

	Company Number
KCS Management Services Limited	1019844
KCS Connect Limited	4372726

being together called the "Subsidiaries" and individually a "subsidiary" and KCS Global Limited (the "**Target**") (the Buyer, the Company, the Target and the Subsidiaries and any other subsidiaries of the Buyer who accede to the facility agreement defined below being together referred to as the "Group"), pursuant to a facility agreement (the "**Facility Agreement**") to be entered into between the Buyer, the Company, the Subsidiaries, the Lender and the Target and to be used in part in financing directly part of the purchase price payable to Christine Rogers, Paula Watson, Alan Douglas Snell and West Register (Investments) Limited and Lee Colliss, Paul Tooth, Michael Präg, Jennifer Oakley, Michael Bull (together the "**Seller**") for the acquisition by the Buyer of all the shares of the Target (the "**Acquisition**").

2. A separate debenture (the "**Debenture**") to be made by each of the Buyer, the Company, the Target and each of the Subsidiaries in favour of the Lender granting fixed and floating charges over substantially all the assets and undertaking of each member of the Group securing all money and liabilities whatever, whenever and however incurred whether now or in future due, or become due to the Lender, from each of the Buyer, the Target and the Subsidiaries (the "**Secured Liabilities**").
3. An overdraft facility letter ("**Working Capital Facility Letter**") to the maximum principal amount of £500,000 to be made available by the Lender to the Buyer and the Subsidiaries to be used by the Subsidiaries towards general working capital requirements of the Subsidiaries ("**Working Capital Facility**") (the Senior Facility together with the Working Capital Facility together known as the "**Facilities**").
4. An intra-group funding agreement (the "**Intra-Group Funding Agreement**") to be made between the Buyer and the Company, the Target and each other member of the Group pursuant to which monies may be loaned to or borrowed by the Buyer from the other members of the Group in connection with repayment of the Facilities and the Loan Notes

and payment of any costs incurred in the Acquisition, payment to Lee Colliss pursuant to Clause 7.4 of the service contract to be made between the Buyer and Lee Colliss ("**Golden Hello**") and to make payments when due to, amongst others, the Lender and the Noteholders as defined in paragraph 7 below.

5. A subordination deed (the "**Subordination Deed**") to be made between the Lender, the Company, the Buyer, the Target and the Subsidiaries and others containing terms and conditions regulating certain rights between the parties thereto including in respect of the payment of monies by the Buyer to the Lender.
6. A composite guarantee (the "**Guarantee**") to be made between the Buyer, the Company and the Subsidiaries contained in the Facility Agreement pursuant to which the Buyer and each member of the Group will guarantee to the Lender all monies, liabilities and obligations of the Buyer and any other member of the Group (from time to time) arising under the Facility Agreement or any other finance or security documents entered into in relation to the Facilities. The Guarantee constitutes a guarantee of all the obligations of the Buyer and its subsidiaries (from time to time) to the Lender, including, but not limited to, all such obligations under the Facilities.
7. A Loan Note Instrument (the "**Loan Note Instrument**") to be entered into between the Buyer, the Company and the Subsidiaries pursuant to which certain Noteholders (the "**Noteholders**") are to subscribe for and the Buyer is to issue variable rate subordinated guaranteed secured loan notes (the "**Loan Notes**") whereby the Company and the Subsidiaries will each guarantee in their capacity as guarantor payment to each of the Noteholders of all amounts of principal and interest payable by the Buyer in respect of the Notes.
8. A debenture ("the **Security Trustee Debenture**") to be made between the Buyer, the Target, the Company and each of the Subsidiaries and Northern Venture Managers Limited (as Security Trustee) granting fixed and floating charges over substantially all the assets and undertaking of each member of the Group securing all indebtedness and liability whatsoever now or hereafter due, owing or incurred to certain Noteholders (or any of them) by inter alia the Buyer, the Target and each of the Subsidiaries under inter alia the Loan Note Instrument and the Loan Notes.

Appendix 3 to Form 155(6)(b)

Principal terms on which Financial assistance will be given by JCS Management Services Limited

Terms defined in Appendix 2 have the same meaning in this Appendix 3

1. By executing the Facility Agreement the Company in its capacity as a guarantor will:

1.1 agree that the Lender may require it to pay all sums due under the Facility Agreement and the other finance and security documents referred to therein (the "**Finance Documents**") and the Lender to apply any sums received or recovered from it under any of the Finance Documents for application as it may direct (including sums due from the Buyer in connection with the Acquisition);

By executing the Guarantee the Company will:

1.2 guarantee to the Lender punctual performance by each member of the Group of all that member's obligations under the Finance Documents;

1.3 undertake with the Lender that whenever another member of the Group does not pay any amount when due under or in connection with any Finance Document, that Guarantor shall immediately on demand pay that amount as if it was the principal obligor; and

1.4 indemnify the Lender immediately on demand against any cost, loss or liability suffered by the Lender if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which the Lender would otherwise have been entitled to recover.

(the "**Guaranteed Obligations**").

2. By executing the Working Capital Facility letter the Company will:

2.1 agree that the Lender may, on the termination of the Senior Facility in accordance with the provisions of the Facility Agreement or at any time, demand immediate payment of all amounts owing under or in connection with the Working Capital Facility; and

2.2 agree that the Lender may set off and apply any monies standing to the credit of any of the Company's accounts with the Lender in towards satisfaction of any indebtedness or liability to the Lender of the Buyer and any of the other Subsidiaries in respect of the Working Capital Facility.

3. By executing the Debenture the Company will:

3.1 covenant with the Lender that it will pay and discharge all money and liabilities whatever, whenever and however incurred whether now or in the future due, or become due, from the Company to the Lender.

This includes, but is not limited to:

- 3.1.1 overdrafts, loans or other facilities and further advances of money;
- 3.1.2 guarantees and indemnities to the Lender and any of the Company's other contingent liabilities;
- 3.1.3 discount, commission and other lawful charges and expenses;
- 3.1.4 interest in accordance with any agreement between the Company and the Lender and, if there is no agreement, interest on any money and liabilities due from the Company at an annual rate of 3% above the Lender's base rate from time to time computed and compounded monthly and/or according to the Lender's then current practice. Interest as above applies before and after any demand or judgement;
- 3.1.5 money agreed to be paid by the Company under Clause 25 of the Debenture.
- 3.2 as beneficial owner, as security for the payment, discharge and performance of the same, charge in favour of the Lender substantially all its assets and undertaking by way of fixed and floating charges by way of security for the same.
- 3.3 comply with all the general undertakings set out therein and shall deposit with the Lender all deeds, certificates and other documents constituting evidence to the fixed charged property (as defined in the Debenture) (except insofar as the same are held, or required to be held by any third party in accordance with any obligations ranking in priority to the security created by the Debenture).
- 3.4 On being reasonably required to do so by the Lender, and at the cost and expense of the Company:-
 - 3.4.1 Execute, sign, deliver and do all things necessary (including, without limitation, the assignment of all or any debts and the transfer of all or any securities to the Lender or its nominee and the giving of any notices and effecting of any registrations) as (and in such form as) the Lender may reasonably require. This is to perfect a legal mortgage, assignment or other fixed security in favour of the Lender of all or such part as shall be specified in such notice of the fixed charged property or otherwise to improve, perfect or protect the security intended to be created by the Debenture or to facilitate the exercise of any powers, authorities and discretions conferred under or in accordance with the Debenture.
- 3.5 Endorse, or cause to be endorsed, on any documents constituting or evidencing title to the fixed charged property and give to third parties such notices of the security created by the Debenture as the Lender may reasonably require.
- 4. By executing the Loan Note Instrument as a guarantor the Company (as principal obligor and not merely as surety) will jointly and severally, irrevocably and unconditionally guarantee the due and punctual payment by the Buyer to each of the Noteholders of all amounts of principal and interest, payable in respect of the Loan Notes.
- 5. By executing the Security Trustee Debenture the Company will as primary obligor and not merely as surety, covenant with the Security Trustee that it will pay or discharge all

indebtedness and liability whatsoever now or hereafter due, owing or incurred to the Noteholders (or any of them) by inter alia the Buyer, the Company and each of the Subsidiaries under the Loan Note Instrument and the Loan Notes and as security for such payment, charge in favour of the Security Trustee substantially all the assets and undertakings by way of fixed and floating chargee.

6. By executing the Intra-Group Funding Agreement the Company will make available to the Buyer a revolving credit facility to be used by the Buyer to, inter alia, make payments when due under the Loan Notes and Loan Note Instrument and Facility Agreement together with costs and expenses incurred by the Buyer in connection with the Acquisition, and payment of the Golden Hello provided that the Company shall only be obliged to make advances if, inter alia, the aggregate of all monies standing to the credit of its bank accounts exceeds the amount of the proposed advance and the Company is solvent.
7. By executing the Subordination Deed the Company will grant undertakings and obligations in favour of the Lender in respect of the liabilities of the Buyer under the Finance Documents.
8. Certain of the documents set out above contain set-off, trust and further assurance provisions.
9. The liabilities which are guaranteed and secured include without limitation, principal and interest payable with respect to the facilities under the Facility Agreement, Working Capital Facility Letter, Intra-Group Funding Agreement, Loan Notes and Loan Note Instrument together with costs and expenses (including but not limited to legal and enforcement costs and expenses) plus the subject matter of any indemnities contained in the underlying documentation and any related fees.

Appendix 4 to Form 155(6)(b)

The amount of cash to be transferred to the person assisted is such sum (if any) lent by the Company pursuant to the commitment under the Intra-Group Funding Agreement.



**INDEPENDENT AUDITORS' REPORT TO THE DIRECTORS OF KCS GLOBAL LIMITED
("THE COMPANY") PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985**

We have examined the attached statutory declaration of the directors of the Company dated 18 May 2005 in connection with the proposal that the Company's wholly owned subsidiary JCS Management Services Limited should give financial assistance for the purchase of all of the Company's ordinary and preferred ordinary shares.

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

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 is unreasonable in all the circumstances.

Spothth

Spothth
Chartered Accountants and Registered Auditors

Courtyard House
30 Worthing Road
Horsham
West Sussex
RH12 1SL

Date:

18 May 2005

G

Declaration by the directors of a holding company in relation to assistance for the acquisition of shares

155(6)b

U642
25/05/05

The assistance is for the purpose of [that acquisition] ~~reducing or discharging a liability incurred in 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: 124,803 Ordinary Shares of £1.00 each and 37,500 Preferred Ordinary Shares of 1p each.

The assistance is to be given to: (note 2)

KCS Global Holdings Limited (number 5342441) a Company incorporated in England and Wales and with its registered office at 20 Old Mill Square, Storrington, Pulborough, West Sussex RH20 4NQ.

The assistance will take the form of:

See Appendix 2 attached.

The person who ~~has acquired~~ [will acquire]† the shares is:
KCS Global Holdings Limited

† delete as appropriate

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

See Appendix 3 attached.

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 £ See Appendix 4

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 Within 8 wks from date hereof

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

☒ 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)

delete either (a) or
(b) as appropriate

(a) ~~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) ~~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)

And ☒ we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at

Declarants to sign below

Wink Park, Florida USA

Day Month Year

on 18 05 2005

before me

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

Bar No. 0291528



NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
- 5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

or, for companies registered in Scotland:-

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



KCS Global Limited (Company Number 3805230)

**These are Appendices to the declaration in the Form 155(6)(b) made by the directors of KCS
Global Limited**

Appendix 1 to Form 155((b)

Names and Addresses of the Directors of KCS Global Limited (number 3805230)

Deepinder Singh Sahni

48 Lyttelton Road, Hampsstead, London W2 0TW

Lee Colliss, Andrew McErlain and Alan Douglas Snell will be signing a separate counterpart of this form, but all directors have the intent that this form and its counterparts be regarded as one and the same form of statutory declaration for the purposes of section 155(6) and section 156 of the Companies Act 1985.

Appendix 2 to Form 155(6)(b)

**The form of the financial assistance to be given by JCS Management Services Limited
(company number 2816149) (the "Company")**

1. A senior secured sterling Facility comprising a term loan in the maximum aggregate principal amount of £2,500,000 (the "**Senior Facility**") to be made available by HSBC Bank plc (the "**Lender**") to KCS Global Holdings Limited (the "**Buyer**") and security for which is to be given inter alia by the Buyer and the Company and by the following companies, namely:

	Company Number
KCS Management Services Limited	1019844
KCS Connect Limited	4372726

being together called the "Subsidiaries" and individually a "subsidiary" and KCS Global Limited (the "**Target**") (the Buyer, the Company, the Target and the Subsidiaries and any other subsidiaries of the Buyer who accede to the facility agreement defined below being together referred to as the "Group"), pursuant to a facility agreement (the "**Facility Agreement**") to be entered into between the Buyer, the Company, the Subsidiaries, the Lender and the Target and to be used in part in financing directly part of the purchase price payable to Christine Rogers, Paula Watson, Alan Douglas Snell and West Register (Investments) Limited and Lee Colliss, Paul Tooth, Michael Präg, Jennifer Oakley, Michael Bull (together the "**Seller**") for the acquisition by the Buyer of all the shares of the Target (the "**Acquisition**").

2. A separate debenture (the "**Debenture**") to be made by each of the Buyer, the Company, the Target and each of the Subsidiaries in favour of the Lender granting fixed and floating charges over substantially all the assets and undertaking of each member of the Group securing all money and liabilities whatever, whenever and however incurred whether now or in future due, or become due to the Lender, from each of the Buyer, the Target and the Subsidiaries (the "**Secured Liabilities**").
3. An overdraft facility letter ("**Working Capital Facility Letter**") to the maximum principal amount of £500,000 to be made available by the Lender to the Buyer and the Subsidiaries to be used by the Subsidiaries towards general working capital requirements of the Subsidiaries ("**Working Capital Facility**") (the Senior Facility together with the Working Capital Facility together known as the "**Facilities**").
4. An intra-group funding agreement (the "**Intra-Group Funding Agreement**") to be made between the Buyer and the Company, the Target and each other member of the Group pursuant to which monies may be loaned to or borrowed by the Buyer from the other members of the Group in connection with repayment of the Facilities and the Loan Notes

and payment of any costs incurred in the Acquisition, payment to Lee Colliss pursuant to Clause 7.4 of the service contract to be made between the Buyer and Lee Colliss ("**Golden Hello**") and to make payments when due to, amongst others, the Lender and the Noteholders as defined in paragraph 7 below.

5. A subordination deed (the "**Subordination Deed**") to be made between the Lender, the Company, the Buyer, the Target and the Subsidiaries and others containing terms and conditions regulating certain rights between the parties thereto including in respect of the payment of monies by the Buyer to the Lender.
6. A composite guarantee (the "**Guarantee**") to be made between the Buyer, the Company and the Subsidiaries contained in the Facility Agreement pursuant to which the Buyer and each member of the Group will guarantee to the Lender all monies, liabilities and obligations of the Buyer and any other member of the Group (from time to time) arising under the Facility Agreement or any other finance or security documents entered into in relation to the Facilities. The Guarantee constitutes a guarantee of all the obligations of the Buyer and its subsidiaries (from time to time) to the Lender, including, but not limited to, all such obligations under the Facilities.
7. A Loan Note Instrument (the "**Loan Note Instrument**") to be entered into between the Buyer, the Company and the Subsidiaries pursuant to which certain Noteholders (the "**Noteholders**") are to subscribe for and the Buyer is to issue variable rate subordinated guaranteed secured loan notes (the "**Loan Notes**") whereby the Company and the Subsidiaries will each guarantee in their capacity as guarantor payment to each of the Noteholders of all amounts of principal and interest payable by the Buyer in respect of the Notes.
8. A debenture ("the **Security Trustee Debenture**") to be made between the Buyer, the Target, the Company and each of the Subsidiaries and Northern Venture Managers Limited (as Security Trustee) granting fixed and floating charges over substantially all the assets and undertaking of each member of the Group securing all indebtedness and liability whatsoever now or hereafter due, owing or incurred to certain Noteholders (or any of them) by inter alia the Buyer, the Target and each of the Subsidiaries under inter alia the Loan Note Instrument and the Loan Notes.

Appendix 3 to Form 155(6)(b)

Principal terms on which Financial assistance will be given by JCS Management Services Limited

Terms defined in Appendix 2 have the same meaning in this Appendix 3

1. By executing the Facility Agreement the Company in its capacity as a guarantor will:
 - 1.1 agree that the Lender may require it to pay all sums due under the Facility Agreement and the other finance and security documents referred to therein (the "**Finance Documents**") and the Lender to apply any sums received or recovered from it under any of the Finance Documents for application as it may direct (including sums due from the Buyer in connection with the Acquisition);

By executing the Guarantee the Company will:

- 1.2 guarantee to the Lender punctual performance by each member of the Group of all that member's obligations under the Finance Documents;
- 1.3 undertake with the Lender that whenever another member of the Group does not pay any amount when due under or in connection with any Finance Document, that Guarantor shall immediately on demand pay that amount as if it was the principal obligor; and
- 1.4 indemnify the Lender immediately on demand against any cost, loss or liability suffered by the Lender if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which the Lender would otherwise have been entitled to recover.

(the "**Guaranteed Obligations**").

2. By executing the Working Capital Facility letter the Company will:
 - 2.1 agree that the Lender may, on the termination of the Senior Facility in accordance with the provisions of the Facility Agreement or at any time, demand immediate payment of all amounts owing under or in connection with the Working Capital Facility; and
 - 2.2 agree that the Lender may set off and apply any monies standing to the credit of any of the Company's accounts with the Lender in towards satisfaction of any indebtedness or liability to the Lender of the Buyer and any of the other Subsidiaries in respect of the Working Capital Facility.
3. By executing the Debenture the Company will:
 - 3.1 covenant with the Lender that it will pay and discharge all money and liabilities whatever, whenever and however incurred whether now or in the future due, or become due, from the Company to the Lender.

This includes, but is not limited to:

- 3.1.1 overdrafts, loans or other facilities and further advances of money;
- 3.1.2 guarantees and indemnities to the Lender and any of the Company's other contingent liabilities;
- 3.1.3 discount, commission and other lawful charges and expenses;
- 3.1.4 interest in accordance with any agreement between the Company and the Lender and, if there is no agreement, interest on any money and liabilities due from the Company at an annual rate of 3% above the Lender's base rate from time to time computed and compounded monthly and/or according to the Lender's then current practice. Interest as above applies before and after any demand or judgement;
- 3.1.5 money agreed to be paid by the Company under Clause 25 of the Debenture.
- 3.2 as beneficial owner, as security for the payment, discharge and performance of the same, charge in favour of the Lender substantially all its assets and undertaking by way of fixed and floating charges by way of security for the same.
- 3.3 comply with all the general undertakings set out therein and shall deposit with the Lender all deeds, certificates and other documents constituting evidence to the fixed charged property (as defined in the Debenture) (except insofar as the same are held, or required to be held by any third party in accordance with any obligations ranking in priority to the security created by the Debenture).
- 3.4 On being reasonably required to do so by the Lender, and at the cost and expense of the Company:-
 - 3.4.1 Execute, sign, deliver and do all things necessary (including, without limitation, the assignment of all or any debts and the transfer of all or any securities to the Lender or its nominee and the giving of any notices and effecting of any registrations) as (and in such form as) the Lender may reasonably require. This is to perfect a legal mortgage, assignment or other fixed security in favour of the Lender of all or such part as shall be specified in such notice of the fixed charged property or otherwise to improve, perfect or protect the security intended to be created by the Debenture or to facilitate the exercise of any powers, authorities and discretions conferred under or in accordance with the Debenture.
- 3.5 Endorse, or cause to be endorsed, on any documents constituting or evidencing title to the fixed charged property and give to third parties such notices of the security created by the Debenture as the Lender may reasonably require.
- 4. By executing the Loan Note Instrument as a guarantor the Company (as principal obligor and not merely as surety) will jointly and severally, irrevocably and unconditionally guarantee the due and punctual payment by the Buyer to each of the Noteholders of all amounts of principal and interest, payable in respect of the Loan Notes.
- 5. By executing the Security Trustee Debenture the Company will as primary obligor and not merely as surety, covenant with the Security Trustee that it will pay or discharge all

indebtedness and liability whatsoever now or hereafter due, owing or incurred to the Noteholders (or any of them) by inter alia the Buyer, the Company and each of the Subsidiaries under the Loan Note Instrument and the Loan Notes and as security for such payment, charge in favour of the Security Trustee substantially all the assets and undertakings by way of fixed and floating chargee.

6. By executing the Intra-Group Funding Agreement the Company will make available to the Buyer a revolving credit facility to be used by the Buyer to, inter alia, make payments when due under the Loan Notes and Loan Note Instrument and Facility Agreement together with costs and expenses incurred by the Buyer in connection with the Acquisition, and payment of the Golden Hello provided that the Company shall only be obliged to make advances if, inter alia, the aggregate of all monies standing to the credit of its bank accounts exceeds the amount of the proposed advance and the Company is solvent.
7. By executing the Subordination Deed the Company will grant undertakings and obligations in favour of the Lender in respect of the liabilities of the Buyer under the Finance Documents.
8. Certain of the documents set out above contain set-off, trust and further assurance provisions.
9. The liabilities which are guaranteed and secured include without limitation, principal and interest payable with respect to the facilities under the Facility Agreement, Working Capital Facility Letter, Intra-Group Funding Agreement, Loan Notes and Loan Note Instrument together with costs and expenses (including but not limited to legal and enforcement costs and expenses) plus the subject matter of any indemnities contained in the underlying documentation and any related fees.

Appendix 4 to Form 155(6)(b)

The amount of cash to be transferred to the person assisted is such sum (if any) lent by the Company pursuant to the commitment under the Intra-Group Funding Agreement.