

155(6)a

Please do not
write in this
margin.

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

For official use

Company number

3858303

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

Name of company

* ANS 2000 Limited

* insert full name
of company

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

XWeo Geoffrey William Stuart Daly of 97 Valiant House, Vicarage Crescent, London SW11 3LX;
Surindar Singh Dhandra of 14 Canons Close, Bognor Regis, West Sussex, PO21 4EB;
Anoop Kumar Nandubhai Patel of 28 Avenue Paul De Jaer, Apartment 3, St. Gilles, Brussels 1060, Belgium; and
Frederick John Sinclair-Brown of 13 Sudbrooke Road, London SW12 8TG

† delete as appropriate

~~XXXXXXXXXXXX~~ [all the directors]† of the above company do solemnly and sincerely declare that:

The business of the company is:

§ delete whichever
is inappropriate

~~for that of a recognised bank licensed institution within the meaning of the Banking Act, 1973.~~

XX

[illegible]

(c) something other than the above\$

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

[company] [XXXXXXXXXXXXXXXXXXXX] _____ Limited†

The assistance is for the purpose of [that acquisition] ~~reducing or discharging a liability incurred for the~~
purpose of that acquisition].†

The number and class of the shares acquired or to be acquired is: 7,734,576 ordinary shares
of £0.01 each

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

Herbert Smith
Exchange House, Primrose
Street, London, EC2A 2HS

For official Use
General Section

Post room



A55 COMPANIES HOUSE

0235
30/12/03

The assistance is to be given to: (note 2) ANS 2003 PLC
whose registered office is at 1 Battersea Square, London SW11 3PZ

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

The assistance will take the form of:

Please see Continuation Sheet

The person who [has acquired] ~~XXXXXXX~~ the shares is:

† delete as
appropriate

ANS 2003 PLC whose registered office is at 1 Battersea Square, London SW11
3PZ

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

Please see Continuation Sheet

The amount of cash to be transferred to the person assisted is £ NIL

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

The date on which the assistance is to be given is within 8 weeks of the date hereof

delete either (a) or (b) as appropriate

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

Declarants to sign below

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

Alatz
Green
~~Green~~
Mrs. Key

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

In these Continuation Sheets, capitalised terms bear the meanings given to them in the Facilities Agreement and the Debenture unless otherwise defined.

The form of financial assistance

In September 2003 ANS 2003 PLC made an offer for the entire share capital of ANS 2000 Limited (formerly known as ANS 2000 PLC) which it subsequently acquired.

On 15 October 2003 ANS 2003 PLC entered into a facilities agreement relating to the provision of term loan facilities of up to £130,000,000 and an overdraft facility of up to £2,000,000 made between ANS 2003 PLC and a number of banks and financial institutions named therein and Barclays Bank PLC as agent (the "**Facilities Agreement**"). Some of the monies made available under this Facilities Agreement will be applied towards the discharge of liabilities incurred for the purposes of the acquisition of ANS 2000 Limited by ANS 2003 PLC and it is proposed that some of the monies will be used in order to discharge the balance of the liabilities incurred for the purposes of the acquisition of ANS Limited by ANS 2000 Limited in December 1999.

It is now proposed that the Company will enter into an accession letter substantially in the form of Schedule 6 to the Facilities Agreement whereby the Company agrees to become a Guarantor (as defined in the Facilities Agreement) and to be bound by the terms of the Facilities Agreement (the "**Accession Letter**").

The financial assistance to be given by the Company will take the form of:

- (A) a guarantee under the Facilities Agreement (the "**Guarantee**") pursuant to which the Company will guarantee the obligations of the Borrowers (including ANS 2003 PLC) under the Finance Documents;
- (B) indemnity provisions under the Finance Documents;
- (C) the provision of security pursuant to a security agreement (the "**Debenture**") made in favour of Barclays Bank PLC as security trustee (the "**Security Trustee**") for the Secured Parties as defined in the Debenture pursuant to which the Company will give security for its obligation to the Security Trustee or any of the other Secured Parties; and
- (D) various representations, warranties and undertakings under the Finance Documents.

Principal terms on which assistance is given

1. Principal terms of the Guarantee

ANS 2000 Limited herein jointly and severally with each of the other Guarantors (as defined in the Facility Agreement):

- (A) guarantees to each Finance Party the punctual performance by each Borrower of all of their obligations under the Finance Documents;
- (B) undertakes that if a Borrower does not pay any amount when due under or in connection with any Finance Document, ANS 2000 Limited shall immediately on demand pay that amount as if ANS 2000 Limited was the principal obligor; and
- (C) indemnifies each Finance Party on demand against any cost loss or liability suffered by that Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal.

2. Principal terms of the indemnities

ANS 2000 Limited undertakes to indemnify each Finance Party against loss or liability arising from certain events or from the operation of certain provisions of the Finance Documents, including, *inter alia*, the occurrence of any Events of Default, changes of currency, acceleration, failure to pay an amount due under a Finance Document on its due date, failure to prepay a Term Loan in accordance with notice of prepayment, a Term Loan not being made after a notice requesting such Term Loan has been delivered and costs and expenses incurred by a Finance Party as a result of its obligation to mitigate.

3. Principal terms of the Debenture

- (A) ANS 2000 Limited covenants to discharge all obligations which it may at any time have to the Security Trustee (whether for its own account or as trustee for the Secured Parties) including any liability in respect of any further advances made under the Facilities whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) and ANS 2000 Limited shall pay to the Security Trustee when due and payable every sum at any time owing, due or incurred by ANS 2000 Limited to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities.
- (B) ANS 2000 Limited with full title guarantee as continuing security for the payment of the Secured Obligations charges in favour of the Security Trustee:
 - (a) by way of a first legal mortgage the Real Property;
 - (b) by way of first fixed charge;
 - (i) the Tangible Moveable Property;

- (ii) the Accounts;
 - (iii) the Intellectual Property;
 - (iv) any goodwill and rights in relation to the uncalled capital of the Company;
 - (v) the Investments;
 - (vi) the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise);
 - (vii) all Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Debenture and all Related Rights.
- (C) ANS 2000 Limited assigns with full title guarantee as continuing security for the payment of the Secured Obligations to the Security Trustee by way of security its rights, title and interests in and to all proceeds of any Insurance Policy and all Related Rights and all agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by or given by ANS 2000 Limited in respect of the Real Property.
- (D) ANS 2000 Limited charges with full title guarantee and absolute warrandice in favour of the Security Trustee with the payment and discharge of the Secured Obligations by way of a first floating charge all its undertaking and assets (present and future) not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage or charge or assignment by paragraphs (B) and (C) above.
- (E) ANS 2000 Limited covenants that, without prior consent of the Security Trustee, it shall not create or permit to subsist any Security over all or any part of the Charged Property other than Security permitted by the Secured Parties, nor execute any conveyance, transfer, lease, assignment or assignation of, or other right to use or occupy, create any legal or equitable estate, trust or other interest in, or over, or otherwise relating to, all or any part of the Charged Property, grant or vary, or accept any surrender or cancellation or disposal of any right in relation to any of the Charged Property or allow any person any right to use or occupy or to become entitled to asset any proprietary interest in or over the Charged Property or assign or otherwise dispose of any interest in any Account.
- (F) The Debenture contains a covenant for further assurances and shall remain in full force and effect notwithstanding any amendments, variations or novations from time to time of the terms of the Facilities or any assignment, transfer or novation of the rights and obligations of any Lender or the Security Trustee.



Horwath Clark Whitehill

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Our Ref: PV/JR/LOA00428/155(6)(a)

23 December 2003

The Directors
ANS 2000 Limited
No. 1 Battersea Square
London SW11 3PZ

Dear Sirs

**Auditors' Report to the directors of ANS 2000 Limited ("the Company") pursuant to Section 156(4) of the Companies Act 1985
Company number 03858303**

We have examined the attached statutory declaration of the directors of the Company dated 23 December 2003 in connection with the proposal that the Company should give financial assistance for the purchase of the Company's entire issued ordinary share capital.

We have enquired into the state of the Company's affairs so far as is necessary for us to review the bases for the statutory declaration.

We are not aware of anything to indicate that the opinion expressed by the directors of the Company in their declaration as to any of the matters mentioned in section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully

Horwath Clark Whitehill

Horwath Clark Whitehill
Chartered Accountants and Registered Auditors