

155(6)a

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

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

For official use

Company number

04157814

Note

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

Name of company

* Dallas Kirkland (Professions) Limited (the "Company")

* insert full name
of company

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

XWe o Derek Gordon Gardner of 11 Ravelston House Grove, Edinburgh, EH4 3LT; Christopher Michael Giles of 10 Corsehill Park, Ayr, KA7 2UG; Robin Hugh Cameron Kirkland of Shrublands, The Avenue South Nutfield, Redhill, Surrey, RH1 5TY; Andrew Prescott of 56 Elmstead Avenue, Chislehurst, Kent, BR7 6EG;

† 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

[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~~

The assistance is for the purpose of [that acquisition] ~~(leading to or discharging a liability incurred by the~~
~~XXXXXXKKKXZOOXSKOOL~~ †

The number and class of the shares acquired or to be acquired is: 50,000 Ordinary Shares of £1 each

Presenter's name address and
reference (if any) :
DLA Piper Rudnick Gray Cary Scotland LLP
249 West George Street
GLASGOW
G2 4RB

DX: 561481 GLASGOW
Ref: AH/73094/120058/10231995

For official Use
General Section



A36 **COMPANIES HOUSE** **327**
20/07/2006

The assistance is to be given to (note 2) Quilleo 227 Limited (company number SC304651) having its
registered office at Spectrum House, 7th Floor, 55 Blythswood Street, Glasgow, G2 7AT ("the Purchaser")

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The assistance will take the form of:

See Paper Apart 1

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

* delete as
appropriate

the Purchaser

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

See Paper Apart 2

The amount of cash to be transferred to the person assisted is £ up to £3,400,000

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

Paper Apart 1
relative to Companies House Form No 155(6)a
in respect of
Dallas Kirkland (Professions) Limited
(the "Company")
Registered Number: 04157814

The assistance will take the form of:

1. the Company entering into a Corporate Guarantee (the "**Guarantee**") (as the same may be amended, varied, supplemented or substituted from time to time) in favour of Clydesdale Bank Public Limited Company (the "**Bank**") in respect of the obligations of the Purchaser;
2. the Company entering into a Debenture (as the same may be amended, varied, supplemented or substituted from time to time) (the "**Debenture**") granted by the Company in favour of the Bank over all the assets of the Company; and
3. the Company entering into an Inter-Company Loan Agreement (the Inter-Company Loan Agreement) between the Company and the Purchaser.

Paper Apart 2
relative to Companies House Form No 155(6)a
in respect of
Dallas Kirkland (Professions) Limited
(the "Company")
Registered Number: 04157814

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

1. The Purchaser and the Bank shall enter into a Facilities Agreement in terms of which the Bank will provide the Purchaser with a revolving credit facility. This will be used to, *inter alia*, fund the acquisition by the Purchaser of the Company (such funding being the "Acquisition Debt"). It is a condition precedent to the Facilities Agreement that the Company will grant in favour of the Bank the Guarantee and the Debenture.
2. The principal terms of the Guarantee are that *inter alia* the Company guarantees the payment or discharge by the "Principal" (which phrase includes the Purchaser) of the Indebtedness.
3. The principal terms of the Debenture are that *inter alia* the Company guarantees the payment or discharge by the Purchaser of the Secured Obligations and grants fixed and floating charges on its assets in respect of the same.
4. The principal terms of the Inter-Company Loan Agreement are that the Company agrees to make a loan of up to £3,400,000 to the Purchaser in order to assist in funding the acquisition of the Company.

In this Paper Apart:

"Indebtedness" means the aggregate of:

- (a) all or, as the case may be, any part of the Principal's present or future indebtedness to the Bank on any account (notwithstanding that there may be a credit balance on any other account) and all the Principal's other liabilities whatever and wherever to the Bank, (including without limitation under bills of exchange, promissory notes, guarantees and indemnities, documentary or other credits or any instruments whatsoever from time to time entered into by the Bank for or at the request of the Principal) whether actual or contingent and whether or

not matured or accrued due and whether incurred solely, severally or jointly with any other person and whether as principal or surety, in whatever currency, and also including (if occurring and again without limitation and without prejudice to any other provision hereof) any advances or accommodations made by the Bank to or purportedly to or on behalf of the Principal or any person comprised in the Principal after the Principal being a corporate body has gone into administration or liquidation but before the Bank has received actual (as opposed to deemed or constructive) notice of such administration or liquidation; and

- (b) interest, commission, bank charges and any other costs, charges and expenses (on a full indemnity basis), charged or incurred by the Bank in connection with all such indebtedness and liabilities.

"Secured Obligations" means all or any monies and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Bank by the Company, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not the Bank shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which the Bank may in the case of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the Bank's usual rates and practice as well after as before any demand made or judgement obtained under or in relation to the Debenture.

Deloitte.

INDEPENDENT AUDITORS' REPORT TO THE DIRECTORS OF DALLAS KIRKLAND (PROFESSIONS) 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 10 July 2006 in connection with the proposal that the Company should give financial assistance for the purchase of 50,000 of the Company's ordinary shares.

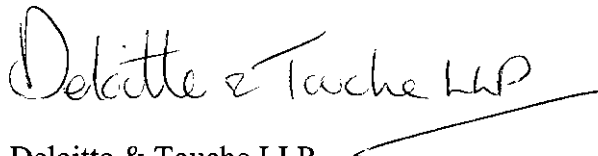
This report is made solely to the directors of the Company for the purpose of section 156(4) of the Companies Act 1985. Our work has been undertaken so that we might state to the directors of the Company those matters that we are required to state to them in an auditors' report under that section and 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 1985 is unreasonable in all the circumstances.

A handwritten signature in dark ink that reads "Deloitte & Touche LLP". The signature is written in a cursive, flowing style. A long, thin horizontal line extends from the end of the signature towards the right.

Deloitte & Touche LLP
Chartered Accountants and Registered Auditors
10 July 2006

Lomond House
9 George Square
Glasgow
G2 1QQ