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CHFP025

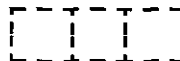
COMPANIES FORM No. 155(6)a**Declaration in relation to assistance for the acquisition of shares****155(6)a**Please do not
write in this
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Pursuant to section 155(6) of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block letteringTo the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number



2755193

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

Name of company

* Cameron Durley Consulting Limited

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

x/We § Eric Bruce Craigie of 15 Marlborough Square, Ben Rhydding, Ilkley, West Yorkshire LS29

8BU; John Bernard Gerard Horgan of 286 Coombe Lane, West Wimbledon, London SW20 0RW;

John Francis Johncock of 23 Wilmington Court Road, Wilmington, Partford, Kent DA2 7AT;

Stephen Patrick Kirwin of 7 Sand Hill Lane, Moortown, Leeds, West Yorkshire LS17 6AG;

Gary Richard Smith of 2 Cressy House, Queens Ride, Barnes, London SW13 0HZ; Graham

Paul Smith of Bean Cottage, 3 Wargrove Road, Henley on Thames, Oxfordshire RG9 2LT and

Graeme Henry Tappenden of Hodges Barns Kippings Close, Matfield, Kent, TN12 7HD

† delete as
appropriate~~the sole director~~ [all the directors]† of the above company do solemnly and sincerely declare that:

The business of the company is:

§ delete whichever
is inappropriate~~(a) that of a recognised bank licensed institution within the meaning of the Banking Act 1979~~~~(b) that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on insurance business in the United Kingdom~~

(c) something other than the above§

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

~~company~~ [company's holding company] Cameron Taylor Group

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: 1,622,997 Ordinary Shares
of £1.00 eachPresentor's name address and
reference (if any):Eversheds
Fitzalan House
Fitzalan Road
Cardiff
CF24 0EE
33016 Cardiff
J/081726.000001/DOC/155(6)A3For official Use
General Section

Post room

A48
COMPANIES HOUSE0231
11/05/00

The assistance is to be given to: (note 2) Filbuk 598 Limited

Please do not
write in this
margin

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

The assistance will take the form of:

Charging the Company's assets to secure a loan from Caledonia Industrial & Services Limited to Filbuk 598 Limited

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

† delete as
appropriate

Filbuk 598 Limited

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

See attached Rider

The amount of cash to be transferred to the person assisted is £ 0

The value of any asset to be transferred to the person assisted is £ 0

The date on which the assistance is to be given is 29 March 2000

Please do not
write in this
margin

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

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

I/We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

- (a) [I/We have formed the opinion that the 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 the company within 12 months of that date and I/we 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)

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

Declared at CAYZER HOUSE, 1 THOMAS
MORE STREET, LONDON E1W 1YB

Declarants to sign below

Day Month Year
on

2	9	0	3	2	0	0	0
---	---	---	---	---	---	---	---

before me [Signature]

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

[Signatures]
68 Grafton
J. M. Brock
C. M. S. D.

NOTES

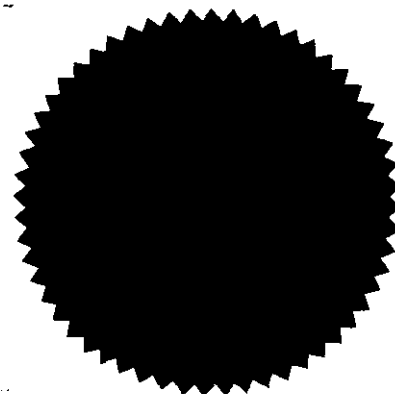
D.N.L. FAWCETT
Scrivener Notary of London, England

- 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
37 Castle Terrace
Edinburgh
EH1 2EB



RIDER

1. The terms of a guarantee to be given to Caledonia Industrial & Services Limited ("the Lender") are as follows:-

In consideration of the Lender making available to Filbuk 598 Limited ("the Borrower") a committed revolving cash advance facility in a maximum aggregate principal amount equal to £5,000,000 ("the Facility") or advancing any money to the Borrower, the Company unconditionally and irrevocably:

- (a) guarantees to pay to the Lender on demand, when the same shall be due and payable, all monies obligations and liabilities which are now, or at any time or times in the future shall become, due, owing or incurred by the Borrower to the Lender under or in connection with an agreement dated 29 March 2000 between Filbuk 598 Limited (1) the Lender (2) and the Guarantors (3) ("the Agreement") and/or any Related Document (as defined in the Agreement);
- (b) as primary obligor, guarantees to the Lender the due and punctual payment performance and discharge by the Borrower of each of and all its obligations under the Agreement and each Related Document; and
- (c) undertakes to indemnify and keep indemnified the Lender on demand against any losses costs and/or expenses at any time suffered or incurred by it by reason of or in connection with any provision of the Agreement and/or Related Document being or becoming invalid unenforceable or illegal.

2. The terms of a Debenture to be granted to the Lender are:-

2.1 Covenant To Pay

The Company covenants, on demand to pay and discharge to Lender all monies obligations and liabilities whether principal interest or otherwise which may now or at any time in the future be due owing or incurred by the Company to Lender whether actual or contingent and whether alone severally or jointly as principal guarantor surety or otherwise and in whatever name or style or in any other manner together with interest charges and other expenses so that interest shall be calculated and compounded according to the usual practice of Royal Bank of Scotland plc.

2.2 Charge

The Company with full title guarantee and as a continuing security charges with the payment or discharge of all monies obligations and liabilities hereby covenanted to be paid or discharged by the Company:

2.2.1 by way of first legal mortgage any freehold leasehold or other immovable property referred to in the Schedule to a debenture dated 29 March 2000 and made between the Company (1) and the Lender (2) ("the Debenture") together with all buildings, trade and other fixtures, fixed plant and machinery of the Company from time to time thereon;

2.2.2 by way of first fixed charge;

2.2.2.1 all other freehold leasehold and other immovable property now or in the future belonging to the Company together with all buildings, trade and other fixtures, fixed plant and machinery of the Company from time to time thereon;

2.2.2.2 all plant and machinery now or in the future belonging to the Company other than fixed plant and machinery;

2.2.2.3 all book debts and other debts now or in the future due or owing to the Company;

2.2.2.4 all stocks shares and other securities now or in the future belonging to the Company together with all dividends and other rights deriving therefrom;

2.2.2.5 the goodwill of the Company and its uncalled capital for the time being;

2.2.2.6 all patents trade marks service marks designs and other intellectual property rights choses in action and claims and all fees, royalties and other rights of every kind deriving therefrom now or in the future belonging to the Company;

2.2.3 by way of first floating charge the whole of the Company's undertaking and all its property and assets whatsoever and wheresoever present and future other than the property and assets from time to time effectively charged to the Lender by way of legal mortgage or fixed charge by the Debenture.

- 2.3 The Lender may convert the floating charge at any time by notice in writing to the Company into a fixed charge as regards all the property and assets which for the time being are the subject of such floating charge or, as the case may be, such of the said property and assets as are specified by such notice. The floating charge created by the Debenture shall unless otherwise agreed in writing by the Lender automatically and without notice be converted into a fixed charge in the event that the Company shall create or permit to subsist any mortgage charge pledge hypothecation or lien (other than a lien arising by operation of law) other than the Debenture.
- 2.3 The security from time to time constituted by or pursuant to the Debenture shall be in addition to and shall not prejudice determine or affect any other security which the Lender may from time to time hold for or in respect of all or any part of the monies obligations and liabilities hereby secured. No prior security held by the Lender over the property charged by the Debenture or any part of it shall merge in the security created hereby or pursuant hereto which will remain in force and effect as a continuing security until discharged by the Lender.

**AUDITORS' REPORT TO THE DIRECTORS OF CAMERON DURLEY CONSULTING LIMITED
PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985**

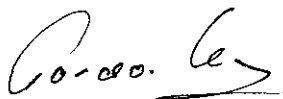
We have examined the attached statutory declaration of the directors dated in connection with the proposal that the company should give financial assistance for the purchase of all of the company's ordinary shares.

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, appearing to read 'Gordon Leighton', with a stylized flourish at the end.

GORDON LEIGHTON
Chartered Accountants
Registered Auditors
50 Queen Anne Street
London
W1M 0HQ