

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 margin

Pursuant to section 155(6) of the Companies Act 1985

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

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

For official use

Company number

2485577

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

Name of company

* Methods Consulting Limited

*Insert full name
of company

Insert name(s) and
address(es) of all
the directors

~~We~~ Anthony Bernard St John Webb of Grove House, 6 Holtwood Road, Oxshott, Leatherhead, Surrey KT22 0QT, Peter John Rowllins of Woodrow Farm, Woodrow, Nr Amersham HP7 0RP, Mark Edward Johnston of 41 Carnoustie Drive, Great Denham, Biddenham, Bedfordshire, MK40 4FG and Mark Peter Anthony Thompson of Trinity Farm House 21 Orwell Road, Barrington, Cambridgeshire CB2 5SE

† 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 2 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~~

~~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:
400 Ordinary Shares of £1 each

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

Clark Holt Commercial
Solicitors
Hardwick House, Prospect
Place
Swindon
Wiltshire SN1 3LJ

For official Use (10/03)

General Section

Post room



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

Methods Holdings Limited

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

The assistance will take the form of:

The entry into a business finance agreement (the "**Business Finance Agreement**") with GE Commercial Finance Limited pursuant to which facilities will be made available to Methods Consulting Limited in part for the purpose of financing the acquisition of the entire issued share capital of Methods Consulting Limited and to pay certain fees and expenses as specified therein.

The execution of a composite all assets guarantee and indemnity and debenture (the "**Debenture**") to be entered into by Methods Consulting Limited and Methods Holdings Limited to guarantee and secure all sums due or to become due from Methods Consulting Limited or Methods Holdings Limited to GE Commercial Finance Limited.

Methods Consulting Limited will also lend £6,750,000 to Methods Holdings Limited, such loan to be used to finance the acquisition of the entire issued share capital of Methods Consulting Limited ("**the Loan**")

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

Methods Holdings Limited

† Delete as
appropriate

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

The principal terms of the Debenture and the Loan are set out in the attached Rider A.

The amount of cash to be transferred to the person assisted is £ 6,750,000

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 date hereof

RIDER A

Methods Consulting Limited (the "**Company**") will provide financial assistance by way of:

1 a composite all assets guarantee and debenture (the "**Debenture**") to be made between the Company, Methods Holdings Limited and GE Commercial Finance Limited ("**GE**") whereby:

1.1 the Company will charge to GE as a continuing security, and with full title guarantee, for the payment or discharge of the Secured Liabilities:

1.1.1 by way of legal mortgage each property specified in schedule 1 to the Debenture;

1.1.2 by way of equitable mortgage of its Real Property other than property specified in schedule 1 to the Debenture;

1.1.3 all its Plant and Machinery listed in schedule 3 to the Debenture, together with all its other Plant and Machinery from time to time not listed in schedule 3 to the Debenture and, in each case, the benefit of all its rights or claims against any person in respect of the design, construction, repair or replacement of the same;

1.1.4 all its goodwill, unpaid and/or uncalled capital;

1.1.5 all its Intellectual Property;

1.1.6 all its Securities;

1.1.7 all loan capital, indebtedness or liabilities on any account or in any manner owing to it from any member of its Group;

1.1.8 all amounts realised by an administrator or liquidator of the Company upon enforcement or execution of any order of the court under Part VI of the Insolvency Act 1986;

1.1.9 all its documents of title which at any time and for any purpose have been or may be deposited with GE and the property mentioned in such documents;

1.1.10 all of its Non-Vesting Debts to the extent not effectively assigned by way of security under the Debenture;

1.1.11 all of its Other debts;

1.1.12 all monies in the accounts specified in clause 4.2.1 of the Debenture and in any other account in the name of the Company under the control of or operated in accordance with the direction of GE.

1.1.13 by way of a floating charge all of its undertaking, property, rights and assets whatsoever and wheresoever, both present and future (including to the extent that any of such undertaking, property, rights and assets



are not effectively charged from time to time by any of the above fixed charges or assigned by way of security pursuant to the clause 3.1.3 of Debenture.

1.1.14 by way of an assignment by way of security to GE all of its rights, title and interest in and to the benefits arising under the Policies, the Non-Vesting Debts and any contracts relating to or benefiting any of the Charged Assets.

1.2 Pursuant to the Debenture the Company will unconditionally and irrevocably guarantee to GE the punctual payment, performance and discharge on demand of the Secured Liabilities. The Company will also agree to hold harmless and indemnify fully GE against any loss which GE may incur as a result of any of the Secured Liabilities being or becoming void, voidable or unenforceable for any reason whatsoever or any breach or non-observance by an Obligor of any obligation to GE including those under the Debenture.

2 The Company will also provide financial assistance by way of an inter-company loan ("**Inter-Company Loan**") to be made on the terms of a loan agreement ("**Loan Agreement**") between the Company and Methods Holdings Limited whereby the Company will make available to Methods Holdings Limited a loan of £6,750,000, the Loan Agreement to provide that any costs, expenses, interest or charges payable by the Company in respect of the intra-group loan and arising as a result of or in accordance with the terms of the Business Finance Agreement shall be reimbursed to the Company by Methods Holdings Limited and further, Methods Holdings Limited agrees to indemnify and keep indemnified the Company in respect of all such costs, expenses, interest or charges. The Loan to be repayable on demand and to be used for the purpose of funding the acquisition by Methods Holdings Limited of the entire issued share capital of the Company.



Definitions

In the interpretation of Rider A above:

"Charged Assets"	In relation to the Company and Methods Holdings Limited and any other company which becomes party to the Debenture, all its assets, rights and property (including its undertaking and revenues) the subject of any security created by, or pursuant to, the Debenture and the proceeds of the disposal of the same.
"Encumbrances"	Any mortgage, charge, pledge, lien, assignment by way of security, hypothecation, security interest, title retention, flawed asset agreement, preferential right, right of set-off, trust arrangement or other arrangement for the purpose of and having a similar effect to the granting of security whether by law or agreement or other security interest of any kind.
"Group"	In relation to any company that company and its Subsidiaries (as defined in the Debenture), its holding company (as defined in section 736 Companies Act 1985) and the Subsidiaries of that holding company.
"Intellectual Property"	In relation to the Company, Methods Holdings Limited and any other company which becomes a party to the Debenture, all its patents (including applications, improvements, prolongations, extensions and rights to apply therefor), designs (whether registered or unregistered), copyrights, design rights, trade marks and service marks (whether registered or unregistered), utility models, trade and business names, know-how, formulae, inventions, confidential information, trade secrets and computer software programmes and systems (including the benefit of any licences, sub-licences or consents relating to any of the above) and all fees, royalties and other rights derived therefrom or incidental thereto in any part of the world.

"Non-Vesting Debt"	Any debt to be purchased by GE under the Business Finance Agreement which either fails to vest in GE for any reason or where the assignment of that debt to GE is void whether as between GE and any party to the Debenture or as between GE and any third-party.
"Obligor"	In relation to the Company, Methods Holdings Limited, any company which becomes party to the Debenture and any other party which has entered into any agreement or instrument evidencing or creating an Encumbrance, guarantee or other assurance against loss in respect of the obligations of any such entity or other such person to GE.
"Plant and Machinery"	In relation to the Company, Methods Holdings Limited and any company which becomes party to the Debenture, all plant, machinery and other equipment (including the plant and machinery specified in schedule 3 to the Debenture) and other tangible personal property (except Inventory) owned by it at any time and wherever located and all spare parts, replacements, modifications and additions for or to the same and any manuals, logbooks or registration documents relating thereto.
"Policies"	In relation to the Company, Methods Holdings Limited and any company which becomes party to the Debenture, the policies of insurance in which it is interested details of which are set out in schedule 4 to the Debenture and any other policies of insurance in which such company may at anytime have an interest and " Policy " shall mean each one of the Policies.
"Real Property"	In relation to the Company, Methods Holdings Limited and any company which becomes party to the Debenture, all freehold and leasehold properties and other real property both present and future of such company (including the property or properties specified in schedule 1 to the Debenture), including all buildings and other structures from time to time erected thereon

	and all fixtures (trade or otherwise) from time to time thereon or therein.
"Secured Liabilities"	All present and future obligations and liabilities (whether actual or contingent, whether owed jointly or severally), as principal or as surety or in any capacity whatsoever, of each of the Obligors to GE on any account whatsoever and howsoever arising together with all Expenses (as defined in the Debenture).
"Securities"	In relation to the Company, Methods Holdings Limited and any company which becomes party to the Debenture, all its stocks, shares, bonds and securities of any kind whatsoever and whether marketable or otherwise (including those details which appear in schedule 2 to the Debenture) and all other interests (including, but not limited to, loan capital) both present and future held by such company in any person and including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of, or incidental to, the same and all money or property offered at any time by way of dividend, conversion, redemption, bonus, preferential, option or otherwise in respect thereof.

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

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

~~1/~~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) ~~1/~~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 1/ 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 ~~1/~~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 ELIZABETH V. SPARROW.
SPARROW & TREU SOLICITORS
COMMISSIONERS FOR OATHS
78, SHAFTESBURY AVENUE
LONDON W1P 9PE
Day Month Year

Declarants to sign below

on

2	4	0	6	2	0	0	5
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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.

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 auditor's 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

DX 33050 Cardiff

or, for companies registered in Scotland:-

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

DX 235 Edinburgh

or LP-4 Edinburgh 2



Business Advisory & Assurance

The Directors
Methods Consulting Limited
9th Floor
125 Shaftesbury Avenue
London
WC2H 8AD

Date 24 June 2005

Dear Sirs

Auditors' report to the directors of Methods Consulting Limited pursuant to section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors dated ²⁴ June 2005 in connection with the proposal that the company should give financial assistance for the purchase of 100% of the company's ordinary shares. We have enquired into the state of the company's affairs in order to review the bases for the statutory declaration.

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.

Yours faithfully

Target Consulting Limited

Registered Auditor