

CHFP025

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COMPANIES FORM No. 155(6)a
Declaration in relation to
assistance for the acquisition
of shares

155(6)a

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

03314092

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

Name of company

* Intec Distribution Limited (the "Company")

* insert full name
of company

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

X We o Adrian Bryant of 6 Pheasants Way, Rickmansworth, Hertfordshire, WD3 2ES
Havrettin Ramis of 1 Park Gate Avenue, Hadley Wood, Hertfordshire, EN4 0NN

† 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

is that of a recognised bank licensed institution within the meaning of the Banking Act 1979.

[illegible][illegible]

(c) something other than the above\$

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

~~XXXXXXXXXX~~ [company's holding company] Intec Group Limited (Company number 03585730) having its

registered office at Intec House, 50 Moxon Street, Barnet, Hertfordshire, EN5 5TS

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

The number and class of the shares acquired or to be acquired is: 2 Ordinary Shares of £1

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

Maclay Murray & Spens
3 Glenfinlas Street
Edinburgh
EH3 6AO

For official Use
General Section

Dust room



A18
COMPANIES HOUSE

0583
10/08/05

The assistance is to be given to: (note 2) Fonebak PLC (Company number 05113820) having
registered office at Unit 2, Eurocourt, Oliver Close, West Thurrock, Essex, RM20 3EE ("Fonebak")

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

The assistance will take the form of:

The Company entering into a corporate guarantee (the "Guarantee") in favour of The Governor and Company of the Bank of Scotland ("BoS") pursuant to which it would guarantee the performance by Fonebak of the Guaranteed Obligations (as defined in Rider A);

The Company entering into a Debenture (the "Debenture") under which it granted a fixed and floating charge over all its undertakings, assets, property and revenue both present and future in favour of BoS which will now secure the Guarantee;

The Company entering into an intercompany loan agreement (the "Loan Agreement") pursuant to which it will make a revolving credit facility available to Fonebak to enable it to repay the facilities provided by BoS, together with associated interest and costs.

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

[†] delete as
appropriate

Fonebak

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

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

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

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

XWe 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) **X**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 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 **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

3 Noble Street, London

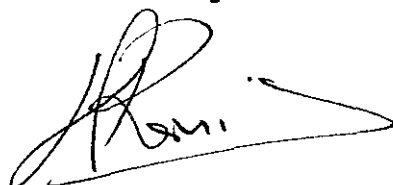
Declarants to sign below

Day Month Year
on

2	8	0	7	2	0	0	5
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before me DAVID JONATHAN MARK

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
37 Castle Terrace
Edinburgh
EH1 2EB

INTEC DISTRIBUTION LIMITED

(Company Number 03314092)

Form 155 (6)a – Continuation Sheet

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

1. The principal terms of the Guarantee are that the Company will when they are due and payable pay or discharge to **BoS** all monies and liabilities which shall for the time being (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner by Fonebak or any acceding guarantor (the "**Principals**") to **BoS** whether actually or contingently and whether incurred solely or jointly and whether or not **BoS** shall have been an original party to the relevant transaction and including interest, discount, commission and other lawful charges or expenses which **BoS** may in the course of its business charge or incur in respect of any such matters or for keeping any account of any Principal and so that interest shall be computed and compounded according to the usual **BoS** rates and practice as well after as before any demand made or decree obtained under the Guarantee (the "**Guaranteed Obligations**");
2. The principal terms of the Debenture are that (a) the Company covenants to pay or discharge to **BoS** all monies and liabilities which will from time to time (and whether on or at any time after demand) be due owing or incurred in whatsoever manner to **BoS** by the Company, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not **BoS** shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which **BoS** may in the course 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 usual **BoS** rates and practice as well after as before any demand made or decree obtained under the Debenture (the "**Secured Liabilities**") and (b) the Company with full title guarantee charges with the payment and discharge to **BoS** of all such monies and liabilities:-
 - 2.1 by way of legal mortgage all estates or interests in any freehold and leasehold belonging to the Company together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;
 - 2.2 by way of fixed charge all estates or interests in any freehold or leasehold property belonging to the Company now or at any time after the date of the Debenture together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;
 - 2.3 by way of fixed charge all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land and the benefit of all other agreements relating to land to which it is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures) which are at any time on the property charged under the Debenture;
 - 2.4 by way of fixed charge all present and future plant and machinery not otherwise charged under the Debenture and all the Company's present and future chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress);
 - 2.5 by way of fixed charge all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights and interests accruing or offered at any time in relation to them;

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- 2.6 all rights and interests in and claims under all policies of insurance and assurance held or to be held by or inuring to the benefit of the Company and the benefit of all rights and claims to which the Company is now or may be entitled under any contracts;
- 2.7 by way of fixed charge all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Company or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Company or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world;
- 2.8 by way of fixed charge all the Company's goodwill and uncalled capital for the time being;
- 2.9 by way of fixed charge all present and future book and other debts and monetary claims of the Company whether payable now or in the future and the benefit of all present and future rights and claims of the Company against third parties relating to them and capable of being satisfied by the payment of money (save as referred to under paragraph 2.6);
- 2.10 by way of fixed charge all present and future bank accounts, cash at bank and credit balances of the Company with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest); and
- 2.11 by way of floating charge all the assets of the Company whatsoever and wheresoever not effectively otherwise charged under the Debenture, (including, without limitation, any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in paragraphs 2.2. to 2.10).
- 2.12 by way of assignment all the Company's rights, title and interest in and to the agreement entered into in relation to the acquisition of the Company
- 2.13 by way of assignment all the Company's rights, title and interest in and to any interest rate hedging agreements entered into by any person;
- 2.14 (insofar as they are capable of being assigned) all the Company's right, title and interest in and to any agreement to which the Company is party except to the extent that it is subject to any fixed charge created under any other provision of the Debenture;
- 2.15 to the extent that any right, title and interest referred to in paragraphs 2.12, 2.13 and 2.14 is not assignable or capable of assignment, the assignment purported to be made shall operate as an assignment of any and all compensation, damages, income, profit or rent which the Company may derive from it or be awarded or entitled to in respect of it, in each case as continuing security for the payment or discharge in full of the Secured Liabilities.

The Debenture contains provisions, usual in such document including the granting of a power of attorney and also the right to appoint a receiver thereunder.

- 3. The principal terms of the Loan Agreement are that the Company will make a revolving credit facility available to Fonebak to enable Fonebak to:
 - 3.1 repay the facilities provided by BoS;
 - 3.2 pay any interest on the amount of principal referred to in paragraph 3.1;

- 3.3 pay costs and expenses incurred directly or indirectly in connection with the Acquisition;
- 3.4 to fund any dividend payments;
- 3.5 to reduce or discharge any other liability incurred directly or indirectly for the purpose of or otherwise in connection with the Acquisition; and
- 3.6 for such other purposes as the Company may agree in writing.

4. In this Form 155(6)a:

"Acquisition" means the acquisition by Fonebak PLC of the entire issued share capital of Intec Group Limited.

"BoS" means The Governor and Company of the Bank of Scotland and its successors and assignees;

"Loan Agreement" means the intra company loan agreement between (1) the Company, (2) Fonebak, (3) Intec Cellular Services Limited and (4) Intec Distribution Limited.

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BDO Stoy Hayward LLP
Corporate Finance

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Web site: www.bdo.co.uk

The Directors
Intec Distribution Limited
Intec House
Moxon Street
Barnet
Hertfordshire
EN5 5TS

28 July 2005

Dear Sirs

Independent auditors' report to the directors of Intec Distribution Limited pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors of Intec Distribution Limited ("the Company") dated 28 July 2005 in connection with the proposal that the Company should give financial assistance for the purchase of all of the ordinary shares of the Company's holding company, Intec Group Limited.

Our report has been prepared pursuant to the requirements of section 156(4) of the Companies Act 1985 and for no other purpose. No person is entitled to rely on this report unless such a person is a person entitled to rely upon this report by virtue of and for the purpose of section 156(4) of the Companies Act 1985 or has been expressly authorised to do so by our prior written consent. Save as above, we do not accept responsibility for this report to any other person or for any other purpose and we hereby expressly disclaim any and all such liability.

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.

Yours faithfully

BDO Stoy Hayward LLP
Chartered Accountants and Registered Auditors