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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

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

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

For official use

Company number 3749871

Name of company

* Alphanumeric Limited

* insert full name of company

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

~~We~~ ø James Martin Boddy of ~~The Dovecote, Main Street, Hessay, North Yorkshire, YO19 6DA~~ 23 St Pauls Square, York, North Yorkshire YO24 4BD
~~Charles Friedrich Buddery of 407 Whirlowdale Road, Sheffield, South Yorkshire, S11 9NF~~
Andrew Robert Gardener of Mottram Croft, Upper Common Lane, Clayton West, Huddersfield, West Yorkshire HD8 9LN
Christopher Ian Tate of 27 Sandhill Drive, Alwoodley, Leeds, West Yorkshire, LS17 8DU.

† delete as appropriate

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

The business of the company is:

§ delete whichever is inappropriate

~~[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 ~~[illegible]~~ [company's holding company Alphanumeric (Holdings) Limited] †

The assistance is for the purpose of [that acquisition] ~~[illegible]~~ †

The number and class of the shares acquired or to be acquired is: 37,724 A Ordinary Shares of £0.001 each

Presentor's name address and reference (if any) :
Rosenblatt Solicitors
9-13 St Andrew Street,
London
EC4A 3AF

LDE: 493 London/Chancery Lane

For official Use
General Section | Post room

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A26 02/02/2007 564
COMPANIES HOUSE

The assistance is to be given to: (note 2) Digital Marketing Group plc
7 Cowley Street, London, SW1P 3NB

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:

See attached Appendix A.

The person who [~~XXXXXXXXX~~ [will acquire] † the shares is:

† delete as appropriate

Digital Marketing Group plc

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

See attached Appendix B.

The amount of cash to be transferred to the person assisted is £ Up to £10,000,000

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

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

X/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) ~~[illegible]~~ (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 Leeds, West Yorkshire

Declarants to sign below

	Day	Month	Year
on	24	01	2007

before me FIONA SIMPSON.

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

Chris Tate

MORRISH & CO.
Solicitors
OXFORD
OXFORD
LEEDS LS1 3BE

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

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Alphanumeric Limited
Registered Number 3749871

Appendix A to Form 155(6)a

1. Definitions

If not otherwise defined in the Form 155(6)a of which this Continuation Sheet forms part or in Continuation Sheet 2, the following expressions have the following meanings:-

"***Acquisition***" *means the acquisition of the entire issued A ordinary share capital of* the Company's holding company by the Purchaser.

"**Bank**" means Barclays Bank plc.

"**Cross Guarantee**" means a CAS 2000 composite corporate cross-guarantee granted or to be granted by the Company and the Purchaser in favour of the Bank dated on or around the date of this declaration under which the Company and the Purchaser agree to guarantee certain obligations of each other to the Bank.

"**Guarantee & Debenture**" means the composite cross guarantee and debenture granted or to be granted by the Purchaser and the Company in favour of the Bank dated on or around the date of this declaration under which the Purchaser and the Company agree to guarantee certain obligations of each other to the Bank and charges, *inter alia*, all their undertakings, properties and assets in respect of the Purchaser's and Company's indebtedness to the Bank.

"***Guarantors***" *means the Purchaser, the Company and any other company within the* group of the Purchaser from time to time who enters into any of the Financial Assistance Documents (as defined below).

"**Indebtedness**" means and includes any obligation for the payment or repayment of money to the Bank in any currency, whether present or future, actual or contingent, joint or several, whether incurred as principal or surety or in any way whatsoever, including any liability (secured or unsecured) to a third party which subsequently becomes payable to the Bank by assignment or otherwise and including principal, interest, commission, fees and other charges.

"**Intra-Group Loan Agreement**" means the intra-group loan agreement entered into by the Purchaser and the Company dated on or around the date of this declaration whereby the Company agrees to provide loan facilities to the Purchaser to enable the Purchaser to comply with its obligations under the Facilities (as defined in *paragraph 2.1 below) and to discharge obligations and liabilities in connection with* the Acquisition.

"**Purchaser**" means Digital Marketing Group plc (company number 5935923).

2. The Form of Financial Assistance

2.1 The Purchaser will finance the Acquisition, inter alia, through various loan facilities made available by the Bank ("**Facilities**") and by means of loans provided pursuant to the Intra-Group Loan Agreement.

It is a condition precedent to the Purchaser being able to drawdown the Facilities, and in support of sums due by the Purchaser to the Bank, that the Company enter into the following:-

2.1.1 the Guarantee & Debenture;

2.1.2 a CAS 2000 master agreement, overdraft facility letter and the Cross Guarantee (together the "**CAS Agreements**") pursuant to which the Company (amongst others) inter alia

2.1.2.1 agrees certain netting and set-off provisions over certain accounts (the "**Affected Accounts**") in favour of the Bank;

2.1.2.2 gives certain negative pledges in respect of the Affected Accounts; and

2.1.2.3 gives an irrevocable guarantee and indemnity to the Bank in respect of the payment to the Bank by each and every other Participant (as such term is defined in the CAS Agreements and includes the Company and any person which accedes to the CAS Agreements) of all Indebtedness (as such term is defined in the CAS Agreements) now or in the future due or owing to the Bank by such other Participants, and includes any right of set-off in favour of the Bank,

(the Intra-Group Loan Agreement, the Guarantee & Debenture and the CAS Agreements being together the "**Financial Assistance Documents**").

2.2 The financial assistance (the "**Financial Assistance**") to be provided by the Company will take the form of the execution, delivery and performance of the obligations under the Financial Assistance Documents and the assumption of liabilities and obligations under each Financial Assistance Document in accordance with and subject to the terms of each such document.

Alphanumeric Limited
Registered Number 3749871

Appendix B to Form 155(6)a

The Principal terms of Financial Assistance

1. **General**

The principal terms of each of the Financial Assistance Documents (Form of Financial Assistance) are summarised and separately described below in relation to each individual Financial Assistance Document.

2. **Guarantee & Debenture**

Pursuant to the Guarantee & Debenture,

2.1 the Company will

2.1.1 covenant to pay or discharge to the Bank on the banks' demand in writing all Indebtedness now or in the future due, owing or incurred (before or after that demand) by the Company;

2.1.2 covenants and guarantees that it will on the Bank's demand in writing pay or discharge all Indebtedness now or in the future due, owing or incurred (before or after that demand) by each of the other Guarantors;

2.2 the Company will grant fixed and floating charges over its whole property, assets and undertaking of the Company, including *inter alia* a first floating charge to the Bank over all the assets and undertaking of the Company. The security granted thereby secures the Company's obligations to the Bank including those arising pursuant to the guarantee.

2.3 in consideration of the Bank granting time, credit and banking facilities to the Guarantors, each Guarantor (as principal obligor and as a separate and independent obligation and liability from its obligation and liabilities under Clause 2.1 above) unconditionally and irrevocably agrees to indemnify and keep indemnified the Bank against all costs, losses or liabilities resulting from the failure by either Guarantor to make due and punctual payment of the Secured Liabilities (or any part thereof) or resulting from any of the Secured Liabilities being or becoming void, voidable, unenforceable or ineffective against any Guarantor.

3. **CAS Agreements**

Pursuant to the CAS Agreements, the Company and each of the other Guarantors, inter alia:

3.1 agrees certain netting and set-off provisions over the Affected Accounts in favour of the Bank;

3.2 gives certain negative pledges in respect of the Affected Accounts; and

3.3 gives an irrevocable guarantee and indemnity to the Bank in respect of the payment to the Bank by each and every other Participant (as such term is defined in the CAS Agreements and includes the Company and any person which accedes to the CAS Agreements) of all Indebtedness (as such term is defined in the CAS Agreements) now or in the future due or owing to the Bank by such other Participants, and includes any right of set-off in favour of the Bank.

4. **Intra-Group Loan Agreement**

As a lender under the Intra-Group Loan Agreement, the Company has agreed to provide loan facilities to the Purchaser of up to an aggregate principal amount of the £10,000,000 (plus any interest thereon) less the aggregate amount of any advance made by the Purchaser under any other intra-group loan agreements.

Grant Thornton

Grant Thornton UK LLP
Chartered Accountants
UK member of
Grant Thornton International

The Directors
Alphanumeric Limited
212-214 Kirkgate
Wakefield
WF1 1UF

Dear Sirs

AUDITORS' REPORT TO THE DIRECTORS OF ALPHANUMERIC LIMITED (THE COMPANY) PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985

We have examined the attached statutory declaration of the directors dated 24 January 2007 in connection with the proposal that the Company should give financial assistance for the purchase of 100% of the A ordinary shares of the Company's holding company, Alphanumeric (Holdings) Limited.

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.

Gr Thn UK LLP

GRANT THORNTON UK LLP
REGISTERED AUDITORS
CHARTERED ACCOUNTANTS

SHEFFIELD

24 January 2007

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