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

155(6)a

CHA 116

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

For official use

Company number

[] [] [] []

1451456

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

Name of company

* WILLIS CORROON GROUP SERVICES LIMITED

Insert full name
of company

I/We† SEE APPENDIX 1

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

§Delete as
appropriate

~~PP~~ ~~(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

~~PP~~ ~~(a) that of a (recognised bank) (licensed institution)§ within the meaning of the Banking Act 1979 ‡~~

~~PD~~ ~~(b) that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on~~

~~PD~~ ~~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

~~PD~~ ~~company~~ [company's holding company WILLIS CORROON GROUP

Limited]‡

~~PD~~ 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: 428,415,106

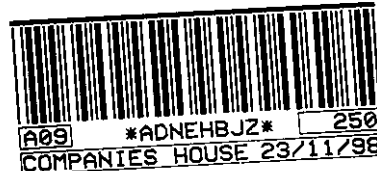
ORDINARY SHARES

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

Clifford Chance
200 Aldersgate Street
London
EC1A 4JJ

KVR/KO556/449

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General Sectk



The assistance is to be given to: (note 2) _____
TRINITY ACQUISITION PLC WHOSE REGISTERED OFFICE IS 200 ALDERSGATE STREET, LONDON
EC1A 4JJ

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

The assistance will take the form of:

SEE APPENDIX 2

The person who [has acquired] ^{PD} [with ~~acquires~~]* the shares is:

TRINITY ACQUISITIONS PLC WHOSE REGISTERED OFFICE IS AT 200 ALDERSGATE
STREET, LONDON EC1A 4JJ

*Delete as
appropriate

The principal terms on which assistance will be given are:

SEE APPENDIX 3

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 DATE HEREOF 19 _____

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

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)

PP (a) 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)

PP (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)

PP And 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 TEN TRINITY SQUARE
LONDON EC3P 3AX

PP the 10th 16th day of NOVEMBER

One thousand nine hundred and NINETY-EIGHT

before me Paul Dutton

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

PAUL DUTTON

Declarants to sign below

Mike Wright
M. Chong
Th. Lee

NOTES

- For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 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.
- Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.

APPENDIX 1 FOR WILLIS CORROON GROUP SERVICES LIMITED

CHITTY, MICHAEL PATRICK, FCIS
17 ESKDALE ROAD
BEXLEYHEATH
KENT
DA7 5DL

COLRAINE, THOMAS
133 ALEXANDRA GARDENS
KNAPHILL
WOKING
SURREY
GU21 1HL

WRIGHT, MICHAEL
51 QUEENS GROVE
ST JOHNS WOOD
LONDON
NW8 6EN

Form 155(6) a

WILLIS CORROON GROUP SERVICES LIMITED

(Company No: 1451456)

APPENDIX 2 - FORM OF FINANCIAL ASSISTANCE

The Chase Manhattan Bank ("**Chase**") and other financial institutions from time to time (the "**Lenders**") have made available to Willis Corroon Corporation (the "**Borrower**") a revolving credit facility (the "**Revolving Credit Facility**") for a maximum principal aggregate sum of US\$150,000,000 and a term loan facility (the "**Term Loan Facility**") for a maximum principal aggregate sum of US\$450,000,000 pursuant to a facility agreement dated 22 July 1998 as amended and restated on 1 September 1998, 25 September 1998 and further amended on 28 October 1998 (the "**Senior Credit Facility**"). The Senior Credit Facility will, inter alia, refinance, in part, two bridge loan facilities (the "**Bridge Facilities**") made in favour of Trinity Acquisition plc ("**Trinity**") which will initially finance the acquisition of the entire issued share capital of Willis Corroon Group plc by Trinity (the "**Acquisition**"). Willis Corroon Group plc has been registered as a private company under the name Willis Corroon Group Limited ("**Willis**"). The Company will provide financial assistance for the purpose of the Acquisition:

1 **Guarantees**

1.1 By authorising Willis to deliver the certificate referred to below removing a restriction on a guarantee given by the Company on 29 October 1998 to Chase as administrative agent in respect of US\$125,000,000 of the Revolving Credit Facility only so that the guarantee covers the obligations arising under the whole of the Revolving Credit Facility and Term Loan Facility under the Senior Credit Facility (the "**Senior Guarantee**") which include, inter alia, the refinancing of all or any portion of the debt incurred by Trinity in the Acquisition. The certificate to be issued by Willis will state that:

- (a) Each director of each company giving the Guarantee which is incorporated in England (the "**UK Guarantor**") has made the necessary statutory declarations and each of such UK Guarantors immediate and intermediate holding companies; and
- (b) Willis has provided a letter of support to each UK Guarantor confirming that Willis will provide support to enable each UK Guarantor to meet its financial obligations and stating that Willis will not demand repayment of any intercompany debt where such repayment would result in a reduction in the net assets of such UK Guarantor.

1.2 By giving a guarantee on a subordinated basis (the "**Senior Subordinated Guarantee**") in respect of a subordinated long term bridge facility between Willis

Corroon Corporation, Chase and other financial institutions for a maximum principal amount of US\$575,000,000 (the “**Chase Long Term Bridge Loan**”) which, together with the Senior Credit Facility, will refinance the Bridge Facilities in favour of Trinity to finance the costs and expenses of the Acquisition.

2. **Inter-Company Loan Agreement**

By entering into an inter-company loan agreement (the “**Inter-Company Loan Agreement**”) relating to the assistance to be provided to Willis, Willis Corroon Corporation and any other companies which are group undertakings of Willis in order to assist them to meet their cash flow requirements from time to time, to comply with their obligations arising under the Senior Credit Facility, the Senior Guarantee, the Senior Subordinated Guarantee, the Chase Long Term Bridge Loan, and to refinance any debt (including inter-company debt) created, and to meet any fees and expenses incurred, in connection with the Acquisition.

3. **Recapitalisation**

By granting an inter-company loan in the sum of £500,000 to Willis Faber Limited in exchange for the assignment by the Company to Willis Faber Limited of an inter-company debt of £500,000 due from Willis Faber UK Group Limited (the “**Recapitalisation Package**”).

APPENDIX 3 - PRINCIPAL TERMS OF FINANCIAL ASSISTANCE

1. Senior Guarantee

In consideration of Chase and the Lenders entering into the Senior Credit Facility or any connected documents (including Hedge Agreements with Willis Corroon Corporation under the Senior Credit Facility), the Company as Guarantor irrevocably and unconditionally and jointly and severally guarantees as principal obligor for the rateable benefit of the Lenders the prompt and complete performance by Willis Corroon Corporation when due of the following obligations under the Senior Credit Facility:

- (a) the unpaid principal of and interest on any Revolving Credit Loan, Swingline Loan or Term Loan made by any Lender under the Senior Credit Facility and all other present and future obligations and liabilities (whether direct or indirect and whether actual or contingent) of Willis Corroon Corporation to Chase or any Lender under the Senior Credit Facility, any connected document, the Guarantee, the US Pledge Agreement, the UK Security Agreement, any promissory notes issued by the Willis Corroon Corporation and the Letters of Credit made under the Senior Credit Facility, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise; and
- (b) all present and future obligations and liabilities (whether direct or indirect and whether actual or contingent) of Willis Corroon Corporation to any Lender (or any affiliate of the Lender) that may arise in connection with any Hedge Agreement or any other connected document therewith.

(Capitalised terms have the meaning ascribed to them in the Senior Credit Facility unless the context requires otherwise)

2. Senior Subordinated Guarantee

In consideration of Chase and the Lenders entering into the Subordinated Loan Agreement and to induce the Lenders to make the respective Loans to the Borrower under the Subordinated Loan Agreement, the Company, under the Senior Subordinated Guarantee, irrevocably and unconditionally and jointly and severally guarantees as Principal Obligor for the rateable benefit of the Lenders the prompt and complete payment and performance by Willis Corroon Corporation when due of the obligations under the Subordinated Loan Agreement relating to the unpaid principal of and interest on the Loans and all other obligations and liabilities of Willis Corroon Corporation to Chase or any Lender (including, without limitation, interest accruing at the then applicable rate provided in the Subordinated Loan Agreement after the maturity of the Loans and interest accruing at the then applicable rate provided in the Subordinated Loan Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganisation or like proceeding relating to Willis Corroon Corporation, whether or not a claim for post filing or post petition interest is

allowed in such proceeding), whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter incurred, that may arise under, out of, or in connection with, the Subordinated Loan Agreement, the other Credit Documents of any other documents made, delivered or given in connection therewith, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to Chase or to the Lenders that are required to be paid by Willis Corroon Corporation or any Guarantor pursuant to the terms of the Subordinated Loan Agreement or any other Credit Document;

(Capitalised terms have the meaning ascribed to them in the Subordinated Loan Agreement unless the context requires otherwise)

3. **Inter-Company Loan Agreement**

The Inter-Company Loan Agreement between (1) TA I Limited (2) TA II Limited (3) TA III Plc (4) Trinity (5) Willis Corroon Group Limited (“**Willis**”) and certain of its other subsidiaries (each, including Willis, a “**Subsidiary Lender**”) (6) Willis Corroon Corporation and (7) the Company sets out the terms and conditions on which the Subsidiary Lenders and the Company will agree to make loan facilities available to Willis Corroon Corporation, Willis and other companies which are group undertakings of Willis in order to assist them to comply with their cash flow requirements from time to time including their obligations under the Senior Credit Facility, the Senior Guarantee, the Senior Subordinated Guarantee and the Chase Long Term Bridge Loan, and to refinance any debt (including inter-company debt) created, and to meet any fees and expenses incurred, in connection with the Acquisition.

4. **Recapitalisation**

The terms of the Recapitalisation Package are set out in a letter of agreement between (i) the Company, (ii) Willis Faber Limited and (iii) Willis Faber UK Group Limited (the “**Letter of Agreement**”), whereby the negative net assets of Willis Faber UK Group Limited are recapitalised by (i) the Company granting an inter-company loan to Willis Faber Limited in the sum of £500,000 in exchange for the assignment by the Company to Willis Faber Limited of an inter-company debt of £500,000 due from Willis Faber UK Group Limited and (ii) Willis Faber UK Group Limited allotting at nominal value 500,000 ordinary shares of £1 each to Willis Faber Limited in exchange for the cancellation by Willis Faber Limited of the inter-company debt of £500,000 due from Willis Faber UK Group Limited.

PRIVATE AND CONFIDENTIAL

The Directors
Willis Corroon Group Services Limited
Ten Trinity Square
London
EC3P 3AX

16 November 1998

Ref KS/ST/23

Dear Sirs

REPORT OF THE AUDITORS TO THE DIRECTORS OF WILLIS CORROON GROUP SERVICES LIMITED (THE "COMPANY")

We have examined the attached statutory declaration of the directors dated 16 November 1998 in connection with the proposed financial assistance to be given by the Company, a subsidiary of Willis Faber Limited, which is itself a subsidiary of Willis Corroon Group Limited ("WCG"), for the purchase of WCG's entire issued share capital.

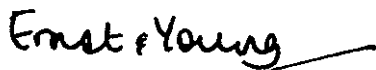
BASIS OF OPINION

We have enquired into the state of affairs of the Company so far as necessary for us 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 the attached 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



Ernst & Young

■ A list of partners' names is available for inspection at the above address, the partnership's principal place of business. Authorised by The Institute of Chartered Accountants in England and Wales to carry on investment business.

The United Kingdom firm of Ernst & Young is a member of Ernst & Young International.