

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
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

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 104

53237

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

Name of company

* MAPPIN & WEBB LIMITED

* insert full name
of company

XWe g SEE RIDER 1

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

† 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

[illegible]

(c) something other than the above §

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

~~XXXXXX~~ [company's holding company THE MW GROUP LIMITED (COMPANY NUMBER 3622514)

The assistance is for the purpose of ~~the 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: 2,782,959 ORDINARY SHARES OF £0.01
EACH, 1,160,263,535 DEFERRED SHARES OF £0.01 EACH AND 2,671,641 A ORDINARY SHARES OF £0.01 EACH

Presenter's name address and
reference (if any) :
HBJ Gateley Wareing LLP
One Eleven
Edmund Street
Birmingham
B3 2HJ

13033 Birmingham 1

For official Use
General Section

FRIDAY



A31

AIBWHL YZ

05/01/2007

COMPANIES HOUSE

693

The assistance is to be given to: (note 2) SPIDER ACQUISITIONS LIMITED (COMPANY NUMBER
5610510) OF GOLDSMITHS HOUSE, 2 ELLAND ROAD, BRAUNSTONE, LEICESTER, LE3 1TT

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 RIDER 2

The person who [has acquired] ~~XXXXXXXX~~ † the shares is:

† delete as
appropriate

SPIDER ACQUISITIONS LIMITED (COMPANY NUMBER 5610510) OF GOLDSMITHS HOUSE, 2
ELLAND ROAD, BRAUNSTONE, LEICESTER, LE3 1TT

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

SEE RIDER 3

The amount of cash to be transferred to the person assisted is £ SEE RIDER 4

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

~~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)

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

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

(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)

[illegible]

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

at 96 Bell Street
Herkley on Thamel RG92BN

Declarants to sign below

[Handwritten signature]

Day Month Year

on 2 2 2 2 0 0 6

before me

Phoe

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

Statutory Declaration – Form 155(6)a
MAPPIN & WEBB LIMITED
Company Number: 00053237



RIDER 1

Name: Jerzy Stanislaw Piasecki

Address: Lockend House, Mill Lane, Lower Shiplake, Henley on Thames, Oxfordshire,
RG9 3ND

Together with:

Name: Stephen Clive Sargent

Address: Spinney End, 5 Harcourt Spinney, Market Bosworth, Nuneaton, Warwickshire,
CV13 0LH

Name: James Edward West

Address: 4 Church Lane, Stanford on Avon, Northampton, Northamptonshire, NN6 6JP

(each of whom are simultaneously swearing a statutory declaration on form 155(6)a in the presence of an independent solicitor in connection with the Acquisition)

All capitalised terms have the meaning given in Rider 5 to this Form 155(6)a

Statutory Declaration – Form 155(6)a
MAPPIN & WEBB LIMITED
Company Number: 00053237



RIDER 2

The financial assistance will take the form of the execution by the Company of:-

1. the Senior Facilities Agreement;
2. the Mezzanine Facilities Agreement;
3. the Debenture;
4. the Intra Group Loan Agreement;
5. the Intercreditor Deed.

(as the same may be amended, varied, supplemented or substituted from time to time) and the Company complying with and fulfilling its obligations thereunder.

All capitalised terms have the meaning given in Rider 5 to this Form 155(6)a.

Statutory Declaration – Form 155(6)a
MAPPIN & WEBB LIMITED
Company Number: 00053237



RIDER 3

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

1. The Senior Facilities Agreement

Pursuant to the terms of the Senior Facilities Agreement, the Company, inter alia:

- 1.1 guarantees to each Senior Finance Party punctual performance by each Senior Borrower of all that Senior Borrower's obligations under the Senior Finance Documents;
- 1.2 undertakes with each Senior Finance Party that whenever a Senior Borrower does not pay any amount when due under or in connection with any Senior Finance Document, the Company shall immediately on demand pay that amount as if it was the principal obligor;
- 1.3 indemnifies each Senior Finance Party immediately on demand against any cost, loss or liability suffered by that Senior Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal;
- 1.4 agrees that a Senior Finance Party may set off any matured obligation due from the Company under the Senior Finance Documents (to the extent beneficially owned by that Senior Finance Party) against any matured obligation owed by that Senior Finance Party to the Company regardless of place of payment, booking branch or currency of either obligation.

2. The Mezzanine Facilities Agreement

Pursuant to the terms of the Mezzanine Facilities Agreement, the Company, inter alia:

- 2.1 guarantees to each Mezzanine Finance Party punctual performance by each Mezzanine Borrower of all that Mezzanine Borrower's obligations under the Mezzanine Finance Documents;
- 2.2 undertakes with each Mezzanine Finance Party that whenever a Mezzanine Borrower does not pay any amount when due under or in connection with any Mezzanine Finance Document, the Company shall immediately on demand pay that amount as if it was the principal obligor;
- 2.3 indemnifies each Mezzanine Finance Party immediately on demand against any cost, loss or liability suffered by that Mezzanine Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal;
- 2.4 agrees that a Mezzanine Finance Party may set off any matured obligation due from the Company under the Mezzanine Finance Documents (to the extent beneficially owned by that Mezzanine Finance Party) against any matured obligation owed by that Mezzanine Finance Party to the Company regardless of place of payment, booking branch or currency of either obligation.

3. The Debenture

Pursuant to the terms of the Debenture, the Company, inter alia:

- 3.1 covenants in favour of the Security Trustee that it will pay on demand and discharge from time to time when due, all present and future obligations (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Company and each other Charging Company to the Security Beneficiaries under the Finance Documents together with all reasonable costs, charges and expenses incurred by the Security Trustee and the Security Beneficiaries;

Statutory Declaration – Form 155(6)a
MAPPIN & WEBB LIMITED
Company Number: 00053237



- 3.2 creates in favour of the Security Trustee, legal mortgages, fixed and/or floating charges over all its assets and undertaking both present and future and/or assigns by way of security certain of its assets to the Security Trustee by way of security for all the Company's liabilities to the Security Trustee and the Security Beneficiaries;
- 3.3 agrees to indemnify (amongst others) the Security Trustee, each Security Beneficiary, any Receiver and any attorney, agent or other person appointed by the Security Trustee under the Debenture on demand against any cost, loss, liability or expense incurred by any of the indemnified parties as a result of or in connection with (i) anything done or omitted in the exercise of the powers contained in the Debenture, (ii) the assets charged pursuant to the Debenture and (iii) any breach by any Charging Company of any of its obligations under the Debenture;
- 3.4 agrees that the Security Trustee and each of the other Security Beneficiaries may set off any matured obligation due from the Company under the Finance Documents (to the extent beneficially owned by that Security Trustee and/or the Security Beneficiaries) against any matured obligation owed by that Security Trustee and/or Security Beneficiary to the Company regardless of place of payment, booking branch or currency of either obligation.

4. The Intra-Group Loan Agreement

Pursuant to the terms of the Intra-Group Loan Agreement, the Company may be required to provide funds to enable, inter alia, each of the Parent and other Group Companies to meet its obligations under or in connection with the Finance Documents and for any purpose in connection with the Acquisition.

5. The Intercreditor Deed

Pursuant to the terms of the Intercreditor Deed, the Company will, inter alia, agree to regulate certain rights of the Senior Agent, Senior Lender, the Ancillary Lender, the Mezzanine Agent, the Mezzanine Lender and the Security Trustee (as each such term is defined therein) including, inter alia, the ranking of payments due from the Group to such creditors and the enforcement of security granted by, inter alia, the Company.

In entering into the various documents referred to above the Company is entering into obligations and assuming liabilities and giving security for the purpose of reducing or discharging any liabilities incurred in connection with the acquisition of shares in the Target and may in the future be called upon pursuant to any of the documents referred to in this declaration to discharge obligations and/or liabilities arising in connection with the acquisition of shares in the Target.

All capitalised terms have the meaning given in Rider 5 to this Form 155(6)a.

Statutory Declaration – Form 155(6)a
MAPPIN & WEBB LIMITED
Company Number: 00053237

A handwritten signature in black ink, consisting of a stylized 'S' or 'M' shape with a loop at the top and a vertical line extending downwards.

RIDER 4

The amount of cash to be transferred to the person assisted is amounts due under the Intra-Group Loan Agreement up to a maximum of £120,000,000.

Statutory Declaration – Form 155(6)a
MAPPIN & WEBB LIMITED
Company Number: 00053237



RIDER 5

In this Form 155(6)a, and all its riders, the following terms shall have the following meanings:

- "Acquisition"** means the acquisition of the whole of the issued share capital of the Target by Spider Acquisitions Limited pursuant to the terms and conditions of the Acquisition Agreement;
- "Acquisition Agreement"** means the acquisition agreement dated 22 November 2005 between, inter alia, (1) the Vendors and (2) Spider Acquisitions Limited under which Spider Acquisitions Limited agreed to purchase the entire issued share capital of the Target;
- "BoS"** means The Governor and Company of the Bank of Scotland;
- "Charging Company"** has the meaning ascribed to it in the Debenture;
- "Company"** means Mappin & Webb Limited (company number 00053237);
- "Debenture"** means a debenture to be executed by (amongst others) the Company in favour of the Security Trustee for and on behalf of the Security Beneficiaries;
- "Finance Documents"** means the Senior Finance Documents and the Mezzanine Finance Documents;
- "Group"** means the Parent and its Subsidiaries including, without limitation, the Company and **"Group Company"** means any of them;
- "Intercreditor Deed"** means an intercreditor deed to be entered into between, inter alia, BoS as Senior Agent (1), BoS as Arranger (2), BoS and others as Senior Lenders (3), BoS as Ancillary Lender (4), BoS as Security Trustee (5), Landsbanki as Mezzanine Agent (6), Landsbanki as Mezzanine Lender (7), the Investor Creditors (8), the Management Creditors (9), BG Holdings ehf (10), the Parent (11) and each of the Original Obligors (12) (as each such term is defined in the Intercreditor Deed);
- "Intra-Group Loan Agreement"** means an intra-group loan agreement to be made between the Company (1) and certain of the other Group Companies (2);
- "Landsbanki"** means Landsbanki Islands hf;
- "Mezzanine Borrower"** means an Original Borrower (as such term is defined in the Mezzanine Facilities Agreement);
- "Mezzanine Facilities Agreement"** means a mezzanine facility agreement to be entered into between Goldsmiths Group Limited (as the Parent) (1), Goldsmiths Acquisitions Limited, Goldsmiths Limited and the Company (as the Original Borrowers

Statutory Declaration – Form 155(6)a
MAPPIN & WEBB LIMITED
Company Number: 00053237



(terms defined) (2), the Parent and others (as the Original Guarantors) (3), Landsbanki (as the Original Lender) (4), Landsbanki (as the Agent) (5), Landsbanki (as the Arranger) (6) and BoS as security trustee for the Mezzanine Finance Parties (7);

"Mezzanine Finance Document"

means the Mezzanine Facilities Agreement, the Security Documents, the Intercreditor Deed, the Hedging Documents, any Fees Letter, any Accession Letter, any Resignation Letter (as each such term is defined in the Mezzanine Facilities Agreement) and any other documents designated as such by Landsbanki (in its capacity as agent for the Lenders (as defined in the Mezzanine Facilities Agreement)) and the Parent;

"Mezzanine Finance Party"

means (1) the Agent, (2) the Arranger, (3) a Lender, (4) the Hedging Provider or (5) the Security Trustee (as such terms are defined in the Mezzanine Facilities Agreement);

"Original Obligors"

has the meaning ascribed to it in the Senior Facilities Agreement;

"Parent"

means Goldsmiths Group Limited (company number 5074694);

"Receiver"

means any receiver, receiver and manager or administrative receiver appointed by the Security Trustee under the Debenture;

"Security Beneficiaries"

has the meaning ascribed to it in the Intercreditor Deed;

"Security Documents"

has the meaning ascribed to it in the Senior Facilities Agreement;

"Security Trustee"

means BoS acting in its capacity as security trustee for and on behalf of the Security Beneficiaries;

"Senior Borrower"

means an Original Borrower or an Additional Borrower (as each such term is defined in the Senior Facilities Agreement);

"Senior Facilities Agreement"

means a senior facilities agreement to be entered into between Goldsmiths Group Limited (as the Parent) (1), Goldsmiths Acquisitions Limited, Goldsmiths Limited and Mappin & Webb Limited (as the Original Borrowers) (2), the Parent and others (as the Original Guarantors) (3), BoS and others (as the Original Lenders) (4), BoS (as the Agent) (5), BoS (as the Security Trustee) (6) and BoS (as the Arranger) (7);

"Senior Finance Document"

means the Senior Facilities Agreement, the Security Documents, the Intercreditor Deed, the Hedging Documents, the Ancillary Documents, any Fees Letter, any Accession Letter, any Resignation Letter (as each

Statutory Declaration – Form 155(6)a
MAPPIN & WEBB LIMITED
Company Number: 00053237



such term is defined in the Senior Facilities Agreement) and any other documents designated as such by BoS (in its capacity as agent for the Lenders (as defined in the Senior Facilities Agreement)) and the Parent;

"Senior Finance Party"

means (1) the Agent, (2) the Arranger, (3) a Lender, (4) the Hedging Provider, (5) an Ancillary Lender or (6) the Security Trustee (as such terms are defined in the Senior Facilities Agreement);

"Subsidiary"

means:

- (i) a subsidiary as defined in Section 736 of the Companies Act 1985; and
- (ii) a subsidiary undertaking as defined in Section 258 and Schedule 10A of the Companies Act 1985;

"Target"

means The MW Group Limited (company number 03622514);

"Vendors"

means EAC Bridge Finance LP, HELIX Partners Fund, Nicholas Evans, Paul Rivers, Anne-Marie Hutchinson, James Cook, Francesca Lowis, Andrew Thompson, Martin Saunders, Ciaran McCloskey, Andrew Brown, Joanne Hickman, David Lindsay, David Butcher, James Tannarhill, Michael Duffin, Sue Smith, John Lacey and Frank Cavanagh.



KPMG LLP
1 Waterloo Way
Leicester LE1 6LP
United Kingdom

Tel +44 (0) 116 256 6137
Fax +44 (0) 116 256 6026
DX 719593 Leicester 17

The Directors
Mappin & Webb Limited
Goldsmiths House
2 Elland Road
Braunstone
Leicester LE3 1TT.

Our ref b a

22 December 2006

Dear Sirs

Auditors' report to the directors of Mappin & Webb Limited (Company number 53237) (the 'Company') pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors dated 22 December 2006 in connection with the proposal that the Company should give financial assistance in connection with the acquisition of shares in the Company's holding company The M W Group Limited.

This report is made solely to the Company's directors as a body in accordance with section 156(4) of the Companies Act 1985. Our work has been undertaken so that we as the Company's auditors might state to the Company's directors those matters we are required to state to them in a report under section 156(4) of that Act and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the Company and the Company's directors as a body for our work under section 156(4) of that Act or for this report.

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

KPMG LLP

Registered Auditor

CHFP025

Declaration in relation to assistance for the acquisition of shares

155(6)a

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

Company number

Name of company

* MAPPIN & WEBB LIMITED

XWe a SEE RIDER 1

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

The business of the company is:

[illegible]

(c) something other than the above §

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

~~XXXXXXXX~~ [company's holding company] THE MW GROUP LIMITED (COMPANY NUMBER 3622514)

The assistance is for the purpose of ~~the 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: 2,782,959 ORDINARY SHARES OF £0.01 EACH, 1,160,263,535 DEFERRED SHARES OF £0.01 EACH AND 2,671,641 A ORDINARY SHARES OF £0.01 EACH

Presentor's name address and reference (if any) :
HBJ Gateley Wareing LLP
One Eleven
Edmund Street
Birmingham
B3 2HJ

13033 Birmingham 1

For official Use
General Section

COMPANIES HOUSE

The assistance is to be given to: (note 2) SPIDER ACQUISITIONS LIMITED (COMPANY NUMBER
5610510) OF GOLDSMITHS HOUSE, 2 ELLAND ROAD, BRAUNSTONE, LEICESTER, LE3 1TT

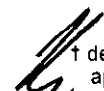
Please do not
write in this
margin

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

The assistance will take the form of:

SEE RIDER 2

The person who [has acquired] ~~XXXXXXXX~~ † the shares is:

 † delete as
appropriate

SPIDER ACQUISITIONS LIMITED (COMPANY NUMBER 5610510) OF GOLDSMITHS HOUSE, 2
ELLAND ROAD, BRAUNSTONE, LEICESTER, LE3 1TT

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

SEE RIDER 3

The amount of cash to be transferred to the person assisted is £ SEE RIDER 4

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) ~~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) ~~XXXXXX~~ 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)

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 Walsall Home Shore Road
Leicestershire

Declarants to sign below

Day Month Year
on

2	2	1	2	2	0	0	6
---	---	---	---	---	---	---	---

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.

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

Statutory Declaration – Form 155(6)a
MAPPIN & WEBB LIMITED
Company Number: 00053237



RIDER 1

Name: Stephen Clive Sargent

Address: Spinney End, 5 Harcourt Spinney, Market Bosworth, Nuneaton, Warwickshire,
CV13 0LH

Name: James Edward West

Address: 4 Church Lane, Stanford on Avon, Northampton, Northamptonshire, NN6 6JP

Together with:

Name: Jerzy Stanislaw Piasecki

Address: Lockend House, Mill Lane, Lower Shiplake, Henley on Thames, Oxfordshire,
RG9 3ND

(who is simultaneously swearing a statutory declaration on form 155(6)a in the presence of
an independent solicitor in connection with the Acquisition)

All capitalised terms have the meaning given in Rider 5 to this Form 155(6)a

Statutory Declaration – Form 155(6)a
MAPPIN & WEBB LIMITED
Company Number: 00053237



RIDER 2

The financial assistance will take the form of the execution by the Company of:-

1. the Senior Facilities Agreement;
2. the Mezzanine Facilities Agreement;
3. the Debenture;
4. the Intra Group Loan Agreement;
5. the Intercreditor Deed.

(as the same may be amended, varied, supplemented or substituted from time to time) and the Company complying with and fulfilling its obligations thereunder.

All capitalised terms have the meaning given in Rider 5 to this Form 155(6)a.



RIDER 3

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

1. The Senior Facilities Agreement

Pursuant to the terms of the Senior Facilities Agreement, the Company, inter alia:

- 1.1 guarantees to each Senior Finance Party punctual performance by each Senior Borrower of all that Senior Borrower's obligations under the Senior Finance Documents;
- 1.2 undertakes with each Senior Finance Party that whenever a Senior Borrower does not pay any amount when due under or in connection with any Senior Finance Document, the Company shall immediately on demand pay that amount as if it was the principal obligor;
- 1.3 indemnifies each Senior Finance Party immediately on demand against any cost, loss or liability suffered by that Senior Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal;
- 1.4 agrees that a Senior Finance Party may set off any matured obligation due from the Company under the Senior Finance Documents (to the extent beneficially owned by that Senior Finance Party) against any matured obligation owed by that Senior Finance Party to the Company regardless of place of payment, booking branch or currency of either obligation.

2. The Mezzanine Facilities Agreement

Pursuant to the terms of the Mezzanine Facilities Agreement, the Company, inter alia:

- 2.1 guarantees to each Mezzanine Finance Party punctual performance by each Mezzanine Borrower of all that Mezzanine Borrower's obligations under the Mezzanine Finance Documents;
- 2.2 undertakes with each Mezzanine Finance Party that whenever a Mezzanine Borrower does not pay any amount when due under or in connection with any Mezzanine Finance Document, the Company shall immediately on demand pay that amount as if it was the principal obligor;
- 2.3 indemnifies each Mezzanine Finance Party immediately on demand against any cost, loss or liability suffered by that Mezzanine Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal;
- 2.4 agrees that a Mezzanine Finance Party may set off any matured obligation due from the Company under the Mezzanine Finance Documents (to the extent beneficially owned by that Mezzanine Finance Party) against any matured obligation owed by that Mezzanine Finance Party to the Company regardless of place of payment, booking branch or currency of either obligation.

3. The Debenture

Pursuant to the terms of the Debenture, the Company, inter alia:

- 3.1 covenants in favour of the Security Trustee that it will pay on demand and discharge from time to time when due, all present and future obligations (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Company and each other Charging Company to the Security Beneficiaries under the Finance Documents together with all reasonable costs, charges and expenses incurred by the Security Trustee and the Security Beneficiaries;

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- 3.2 creates in favour of the Security Trustee, legal mortgages, fixed and/or floating charges over all its assets and undertaking both present and future and/or assigns by way of security certain of its assets to the Security Trustee by way of security for all the Company's liabilities to the Security Trustee and the Security Beneficiaries;
- 3.3 agrees to indemnify (amongst others) the Security Trustee, each Security Beneficiary, any Receiver and any attorney, agent or other person appointed by the Security Trustee under the Debenture on demand against any cost, loss, liability or expense incurred by any of the indemnified parties as a result of or in connection with (i) anything done or omitted in the exercise of the powers contained in the Debenture, (ii) the assets charged pursuant to the Debenture and (iii) any breach by any Charging Company of any of its obligations under the Debenture;
- 3.4 agrees that the Security Trustee and each of the other Security Beneficiaries may set off any matured obligation due from the Company under the Finance Documents (to the extent beneficially owned by that Security Trustee and/or the Security Beneficiaries) against any matured obligation owed by that Security Trustee and/or Security Beneficiary to the Company regardless of place of payment, booking branch or currency of either obligation.

4. The Intra-Group Loan Agreement

Pursuant to the terms of the Intra-Group Loan Agreement, the Company may be required to provide funds to enable, inter alia, each of the Parent and other Group Companies to meet its obligations under or in connection with the Finance Documents and for any purpose in connection with the Acquisition.

5. The Intercreditor Deed

Pursuant to the terms of the Intercreditor Deed, the Company will, inter alia, agree to regulate certain rights of the Senior Agent, Senior Lender, the Ancillary Lender, the Mezzanine Agent, the Mezzanine Lender and the Security Trustee (as each such term is defined therein) including, inter alia, the ranking of payments due from the Group to such creditors and the enforcement of security granted by, inter alia, the Company.

In entering into the various documents referred to above the Company is entering into obligations and assuming liabilities and giving security for the purpose of reducing or discharging any liabilities incurred in connection with the acquisition of shares in the Target and may in the future be called upon pursuant to any of the documents referred to in this declaration to discharge obligations and/or liabilities arising in connection with the acquisition of shares in the Target.

All capitalised terms have the meaning given in Rider 5 to this Form 155(6)a.

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RIDER 4

The amount of cash to be transferred to the person assisted is amounts due under the Intra-Group Loan Agreement up to a maximum of £120,000,000.



RIDER 5

In this Form 155(6)a, and all its riders, the following terms shall have the following meanings:

"Acquisition"	means the acquisition of the whole of the issued share capital of the Target by Spider Acquisitions Limited pursuant to the terms and conditions of the Acquisition Agreement;
"Acquisition Agreement"	means the acquisition agreement dated 22 November 2005 between, inter alia, (1) the Vendors and (2) Spider Acquisitions Limited under which Spider Acquisitions Limited agreed to purchase the entire issued share capital of the Target;
"BoS"	means The Governor and Company of the Bank of Scotland;
"Charging Company"	has the meaning ascribed to it in the Debenture;
"Company"	means Mappin & Webb Limited (company number 00053237);
"Debenture"	means a debenture to be executed by (amongst others) the Company in favour of the Security Trustee for and on behalf of the Security Beneficiaries;
"Finance Documents"	means the Senior Finance Documents and the Mezzanine Finance Documents;
"Group"	means the Parent and its Subsidiaries including, without limitation, the Company and "Group Company" means any of them;
"Intercreditor Deed"	means an intercreditor deed to be entered into between, inter alia, BoS as Senior Agent (1), BoS as Arranger (2), BoS and others as Senior Lenders (3), BoS as Ancillary Lender (4), BoS as Security Trustee (5), Landsbanki as Mezzanine Agent (6), Landsbanki as Mezzanine Lender (7), the Investor Creditors (8), the Management Creditors (9), BG Holdings ehf (10), the Parent (11) and each of the Original Obligors (12) (as each such term is defined in the Intercreditor Deed);
"Intra-Group Loan Agreement"	means an intra-group loan agreement to be made between the Company (1) and certain of the other Group Companies (2);
"Landsbanki"	means Landsbanki Islands hf;
"Mezzanine Borrower"	means an Original Borrower (as such term is defined in the Mezzanine Facilities Agreement);
"Mezzanine Facilities Agreement"	means a mezzanine facility agreement to be entered into between Goldsmiths Group Limited (as the Parent) (1), Goldsmiths Acquisitions Limited, Goldsmiths Limited and the Company (as the Original Borrowers

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(terms defined) (2), the Parent and others (as the Original Guarantors) (3), Landsbanki (as the Original Lender) (4), Landsbanki (as the Agent) (5), Landsbanki (as the Arranger) (6) and BoS as security trustee for the Mezzanine Finance Parties (7);

"Mezzanine Finance Document"

means the Mezzanine Facilities Agreement, the Security Documents, the Intercreditor Deed, the Hedging Documents, any Fees Letter, any Accession Letter, any Resignation Letter (as each such term is defined in the Mezzanine Facilities Agreement) and any other documents designated as such by Landsbanki (in its capacity as agent for the Lenders (as defined in the Mezzanine Facilities Agreement)) and the Parent;

"Mezzanine Finance Party"

means (1) the Agent, (2) the Arranger, (3) a Lender, (4) the Hedging Provider or (5) the Security Trustee (as such terms are defined in the Mezzanine Facilities Agreement);

"Original Obligors"

has the meaning ascribed to it in the Senior Facilities Agreement;

"Parent"

means Goldsmiths Group Limited (company number 5074694);

"Receiver"

means any receiver, receiver and manager or administrative receiver appointed by the Security Trustee under the Debenture;

"Security Beneficiaries"

has the meaning ascribed to it in the Intercreditor Deed;

"Security Documents"

has the meaning ascribed to it in the Senior Facilities Agreement;

"Security Trustee"

means BoS acting in its capacity as security trustee for and on behalf of the Security Beneficiaries;

"Senior Borrower"

means an Original Borrower or an Additional Borrower (as each such term is defined in the Senior Facilities Agreement);

"Senior Facilities Agreement"

means a senior facilities agreement to be entered into between Goldsmiths Group Limited (as the Parent) (1), Goldsmiths Acquisitions Limited, Goldsmiths Limited and Mappin & Webb Limited (as the Original Borrowers) (2), the Parent and others (as the Original Guarantors) (3), BoS and others (as the Original Lenders) (4), BoS (as the Agent) (5), BoS (as the Security Trustee) (6) and BoS (as the Arranger) (7);

"Senior Finance Document"

means the Senior Facilities Agreement, the Security Documents, the Intercreditor Deed, the Hedging Documents, the Ancillary Documents, any Fees Letter, any Accession Letter, any Resignation Letter (as each

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such term is defined in the Senior Facilities Agreement) and any other documents designated as such by BoS (in its capacity as agent for the Lenders (as defined in the Senior Facilities Agreement)) and the Parent;

"Senior Finance Party"

means (1) the Agent, (2) the Arranger, (3) a Lender, (4) the Hedging Provider, (5) an Ancillary Lender or (6) the Security Trustee (as such terms are defined in the Senior Facilities Agreement);

"Subsidiary"

means:

- (i) a subsidiary as defined in Section 736 of the Companies Act 1985; and
- (ii) a subsidiary undertaking as defined in Section 258 and Schedule 10A of the Companies Act 1985;

"Target"

means The MW Group Limited (company number 03622514);

"Vendors"

means EAC Bridge Finance LP, HELIX Partners Fund, Nicholas Evans, Paul Rivers, Anne-Marie Hutchinson, James Cook, Francesca Lowis, Andrew Thompson, Martin Saunders, Ciaran McCloskey, Andrew Brown, Joanne Hickman, David Lindsay, David Butcher, James Tannarhill, Michael Duffin, Sue Smith, John Lacey and Frank Cavanagh.



KPMG LLP
1 Waterloo Way
Leicester LE1 6LP
United Kingdom

Tel +44 (0) 116 256 6137
Fax +44 (0) 116 256 6026
DX 719593 Leicester 17

The Directors
Mappin & Webb Limited
Goldsmiths House
2 Elland Road
Braunstone
Leicester LE3 1TT.

Our ref b a

22 December 2006

Dear Sirs

Auditors' report to the directors of Mappin & Webb Limited (Company number 53237) (the 'Company') pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors dated 22 December 2006 in connection with the proposal that the Company should give financial assistance in connection with the acquisition of shares in the Company's holding company The M W Group Limited.

This report is made solely to the Company's directors as a body in accordance with section 156(4) of the Companies Act 1985. Our work has been undertaken so that we as the Company's auditors might state to the Company's directors those matters we are required to state to them in a report under section 156(4) of that Act and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the Company and the Company's directors as a body for our work under section 156(4) of that Act or for this report.

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

KPMG LLP

Registered Auditor