

## Declaration in relation to assistance for the acquisition of shares

# 155(6)a

# G

Please do not  
write in this  
margin

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

For official use

Company number

— — — — —

01934366

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

Name of company

\* PARAMOUNT LIMITED

\* insert full name  
of company

XWe a Please see attached annexure 1.

Ø 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

```
#XXXXXXXXXXXXX000000000000XXXXXX000000000000XXXXXXXthe xxxxxxxxxxthe bankingxxxxxxxxx$
#XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXsection XXXXXXXof the history xxxx companies xxxxxxxxxaspx
```

XX

(c) something other than the above §

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

[company] ~~XXXXXXXXXXXXXXXXXXXX~~

XXXXXX

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:

83,153,808 ordinary shares of £0.05 each.

Presentor's name address and  
reference (if any):  
Macfarlanes  
10 Norwich Street  
London  
EC4A 1BD

138 Chancery Lane  
JEI/595092/3098918

For official Use  
General Section

Post room



LD2  
COMPANIES HOUSE

272  
03/10/2006

The assistance is to be given to: (note 2) Craftbutton Limited, whose registered  
office is at 15-17 Grosvenor Gardens, London SW1W 0BD (registered number  
4905213).

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:

Please see attached annexure 2.

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

† delete as  
appropriate

Craftbutton Limited (registered number 4905213).

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

Please see attached annexure 3.

The amount of cash to be transferred to the person assisted is £ Please see attached annexure 4.

The value of any asset to be transferred to the person assisted is £ Please see annexure 4.

The date on which the assistance is to be given is within 8 weeks of this date.

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)

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.

Declarants to sign below

the  
Drawing

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

- 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

**ANNEXURES  
to Form 155(6)(a)**

**in respect of Paramount Limited  
(the "Company")**

**Annexure 1**

**Names and addresses of all the directors of the Company**

Nicholas Andrew Basing of 4 John Watkin Close, Clarendon Park, Epsom, Surrey KT19 7LW

Richard James Darwin of 25 Meadow Road, Claygate, Surrey KT10 0RZ

**Annexure 2**

**Form of financial assistance**

- 1 The entry by the Company into an accession agreement to a senior facilities agreement (the "**Senior Facilities Agreement**") made between (1) Paramount Holdings Limited (the "**Parent**"), (2) Paramount Acquisitions Limited (the "**Purchaser**"), (3) The Royal Bank of Scotland plc ("**RBS**") as arranger, agent, issuing bank, security trustee and ancillary lender and (4) the financial institutions defined therein as Original Lenders and dated 28 September 2006, in terms of which the Lenders (as defined in the Senior Facilities Agreement) will make available term facilities of up to £53,000,000 (the "**Term Facilities**"), a capex facility of up to £10,000,000 (the "**Capex Facility**") and a revolving credit facility of up to £5,000,000 (the "**Revolving Facility**") (together the "**Senior Facilities**") to the Purchaser and certain of the Purchaser's subsidiaries. Amounts borrowed under the Term Facilities are to be applied by the Purchaser:
  - 1.1 to part finance the consideration payable by the Purchaser for the acquisition of the Company's parent company, Craftbutton Limited (the "**Target**"); and
  - 1.2 to lend funds to the Target pursuant to the terms of a downstream intra-group loan agreement (the "**Downstream Loan Agreement**") to be made between the Target and the Purchaser in order to enable the Target to repay its existing financial indebtedness to (a) HSBC Bank plc ("**HSBC**") under the terms of a £32,200,000 facility agreement dated 31 March 2005 and made between, among others, HSBC and the Target (as amended from time to time) (the "**HSBC Facility Agreement**") and (b) the holders of loan notes issued pursuant to a loan note instrument entered into by the Target and Starlight Investments Limited and dated 31 March 2005 (the "**Loan Note Instrument**"). The Target used amounts borrowed pursuant to the HSBC Facility Agreement and the Loan Note Instrument to fund the acquisition of the entire issued share capital of the Company.

The Capex Facility is to be used to part fund the refurbishment, conversion and/or set-up of restaurant sites owned by members of the Group (as defined in the Senior Facilities Agreement) as at the date of the Senior Facilities Agreement or acquired thereafter, and the Revolving Credit Facility is to be used for the working capital and general corporate purposes of the Group. By acceding to the Senior Facilities Agreement, the Company will give a guarantee to each of the Finance Parties (as defined in the Senior Facilities Agreement (the "**Senior Finance Parties**")) of all obligations of each other Obligor (as defined in the Senior Facilities Agreement (the "**Senior Obligors**")) to the Senior Finance Parties under the Finance Documents (as defined in the Senior Facilities Agreement (the "**Senior Finance Documents**")) and will also give certain representations and warranties, covenants and indemnities to the Senior Finance Parties to cause them to make the Senior Facilities available.

2 The entry by the Company into an accession agreement to a mezzanine facility agreement (the "**Mezzanine Facility Agreement**") made between, among others, (1) the Purchaser, (2) Barclays Bank PLC ("**Barclays**") as mezzanine facility agent and (3) the financial institutions defined therein as Original Lenders and dated 28 September 2006, pursuant to which the Lenders (as defined in the Mezzanine Facility Agreement) will make available a mezzanine term facility of up to £9,000,000 (the "**Mezzanine Facility**" and, together with the Senior Facilities, the "**Facilities**") to the Purchaser. Amounts borrowed under the Mezzanine Facility are to be applied by the Purchaser:

2.1 to part finance the consideration payable by the Purchaser for the acquisition of the Target; and

2.2 to lend funds to the Target pursuant to the terms of the Downstream Loan Agreement in order to enable the Target to repay its existing indebtedness to (a) HSBC under the HSBC Facility Agreement and (b) the holders of notes issued pursuant to the Loan Note Instrument.

By acceding to the Mezzanine Facility Agreement, the Company will give a guarantee to each of the Finance Parties (as defined in the Mezzanine Facility Agreement (the "**Mezzanine Finance Parties**")) of all obligations of each other Obligor (as defined in the Mezzanine Facility Agreement (the "**Mezzanine Obligors**")) to the Mezzanine Finance Parties under the Finance Documents (as defined in the Mezzanine Facility Agreement (the "**Mezzanine Finance Documents**")) and give certain representations and warranties, covenants and indemnities to the Mezzanine Finance Parties to cause them to make the Mezzanine Facility available.

3 The entry by the Company into an accession agreement to a debenture (the "**Debenture**") made between the Parent and the Purchaser as chargors and RBS as security trustee (the "**Security Trustee**"), pursuant to which the Company will secure all present and future obligations and liabilities (whether actual or contingent and whether incurred jointly or severally or in any other capacity) owed by the Senior Obligors and the Mezzanine Obligors to the Senior Finance Parties and the Mezzanine Finance Parties respectively.

4 The entry by the Company into an accession agreement to an intercreditor deed (the "**Intercreditor Deed**") made between the Parent, the Purchaser, the Original Guarantors (as defined therein), the Senior Lenders (as defined therein), RBS as agent for the Finance Parties (as defined therein), the Mezzanine Lenders (as defined therein), Barclays as agent for the Mezzanine Finance Parties (as defined therein), the Security Trustee, the Intragroup Creditors (as defined therein) and the Investors (as defined therein), the purpose of which is to rank the claims of the parties to the Intercreditor Deed as between each other.

5 The entry by the Company into an inter-company loan agreement between the Target, the Company, Caffè Uno Brasseries Limited, Paramount Restaurants Limited ("**Paramount Restaurants**") and Groupe Chez Gerard Restaurants Limited as lenders and the Purchaser, the Target, the Company and Paramount Restaurants as borrowers (the "**Inter-Company Borrowers**") under which the lenders will provide revolving credit facilities to the Inter-Company Borrowers to enable them to, among other things, service their financial obligations under the Senior Facilities Agreement and the Mezzanine Facility Agreement (together the "**Facilities Agreements**"), to pay amounts owing in respect of certain loan notes and deep discounted bonds issued by the Purchaser (together the "**Investor Debt Instruments**") and to satisfy other obligations in relation thereto.

### Annexure 3

#### **The principal terms on which the financial assistance will be given**

- 1 By acceding to the Senior Facilities Agreement, the Company will (a) irrevocably guarantee to each of the Senior Finance Parties each other Senior Obligor's obligations under the Senior Finance Documents and (b) give various representations, warranties, undertakings, covenants and indemnities to the Senior Finance Parties, including undertaking (inter alia) that it will at all times indemnify the Senior Finance Parties from and against all actions, suits, proceedings, claims, demands, liabilities, damages, costs, expenses, losses and charges whatsoever in relation to or arising out of the Senior Finance Parties' provision of the Senior Facilities.
- 2 By acceding to the Mezzanine Facility Agreement, the Company will (a) irrevocably guarantee to each of the Mezzanine Finance Parties each other Mezzanine Obligor's obligations under the Mezzanine Finance Documents and (b) give various representations, warranties, undertakings, covenants and indemnities to the Mezzanine Finance Parties, including undertaking (inter alia) that it will at all times indemnify the Mezzanine Finance Parties from and against all actions, suits, proceedings, claims, demands, liabilities, damages, costs, expenses, losses and charges whatsoever in relation to or arising out of the Mezzanine Finance Parties' provision of the Mezzanine Facility.
- 3 By acceding to the Debenture, the Company (a) covenants that it will, on the Security Trustee's written demand, pay or discharge to the Security Trustee the Secured Liabilities (as defined in the Debenture) now or in the future due, owing or incurred by it to each Senior Finance Party and each Mezzanine Finance Party, under or pursuant to the Senior Finance Documents and the Mezzanine Finance Documents whether on or after such demand, (b) grants to the Security Trustee with full title guarantee first fixed and floating charges over all its undertaking, property and assets present and future, as continuing security for the payment or discharge of the Secured Liabilities, (c) agrees that it shall, as and when required by the Security Trustee, at its own cost, execute such further legal or other mortgages, charges or transfers in favour of the Security Trustee as the Security Trustee shall from time to time require over all or any part of the Charged Assets (as defined therein), further to secure the payment of the Secured Liabilities and (d) undertakes that it shall not, without the prior written consent of the Security Trustee (i) create, attempt to create or permit to subsist in favour of any person other than the Security Trustee any security on or affecting the Charged Assets or (ii) dispose of the Charged Assets or any part thereof other than as expressly permitted by the terms of the Senior Finance Documents and/or the Mezzanine Finance Documents.
- 4 By acceding to the Intercreditor Deed, the Company will (a) acknowledge the arrangements made therein which regulate (inter alia) the ability of the Company to make certain payments to certain of its secured and unsecured creditors and (b) give certain undertakings in relation to the debt owed to it by other members of the Group in order to subordinate its rights in relation to such debt to the rights of the Senior Finance Parties and the Mezzanine Finance Parties.
- 5 Pursuant to the Inter-Company Loan Agreement, the Company will undertake to the Inter-Company Borrowers that it will provide them with a loan facility in a maximum aggregate principal amount of £150,000,000. Sums drawn down by the Inter-Company Borrowers under the Inter-Company Loan Agreement may be used, among other things, to service financial obligations under the Facilities Agreements, to pay amounts owing in respect of the Investor Debt Instruments and to satisfy other obligations in relation thereto. Outstanding amounts under the Inter-Company Loan Agreement will be repayable on the dates agreed by the parties thereto and will bear interest at the rate agreed by the parties thereto.

#### **Annexure 4**

##### **The amount of cash to be transferred to the person assisted and the value of any asset to be transferred to the person assisted**

The amount of cash to be transferred to the person assisted is nil at the date hereof, subject to any amounts advanced pursuant to the terms of the Inter-Company Loan Agreement, up to and including an amount of £150,000,000.



**BDO Stoy Hayward LLP**  
Corporate Finance

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Web site: [www.bdo.co.uk](http://www.bdo.co.uk)

The Directors  
Paramount Limited  
8-10 Grosvenor Gardens  
London  
SW1W 0DH

28 September 2006

Dear Sirs

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

We have examined the attached statutory declaration of the directors of Paramount Limited ("the Company") dated 28 September 2006 in connection with the proposal that the Company should give financial assistance for the purpose of reducing or discharging a liability incurred in connection with the purchase of the entire issued share capital of the Company.

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*