

CHFP025

Please do not
write in this
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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

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

Name of company

• Bibendum Wine Limited

* insert full name
of company

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

XWe 6 Andrew John Arkwright: Matton House, Warwick, Warwickshire CV35 7LD
Benjamin Jasper Collins: Old Rectory, Mixbury, Brackley, Northamptonshire NN13 5RR
Peter Ian Espenhahn: 79 Mount Ararat Road, Richmond, Surrey TW10 6PL
Simon Charles Farr 27 Huddleston Road, London N7 0AD
William Oliver Lebus 103 Streathbourne Road, London SW17 8RA
Harry Michael Charles Morley 45A Bramham Gardens, London SW5 0HQ
Michael Potter Saunders The Power House, Cheney Longville, Craven Arms, Shropshire SY7 8DR
Anna Marie Vinton Pelham Cottage, 24 Pelham Street, London SW7 2NG
Gerard Amal Wahab 3 Beechlooth Road, Pymble, New South Wales, Australia 2073
Jeremy James Young 161 Wakehurst Road, London SW11 6BW
Richard Cochrane 61 Bramfield Road, London. SW11 6RA

† delete as appropriate

~~XXXXXX~~ [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 [company] ~~XXXXXXXXXXXXXXXXXXXX~~

The assistance is for the purpose of [that acquisition] XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX
XXXXXXXXXXXXXXXXXXXX. †

The number and class of the shares acquired or to be acquired is the entire issued share capital of the Company (to the extent all shareholders accept the acquisition offer)

Presenter's name address and
reference (if any)
Piners Stephens Innocent LLP
179 Great Portland Street,
London,
W1W 5LS

DX 42739 Oxford Circus North
FSI-2671606 1

**For official
General Sect**

SATURDAY



A51

26/05/2007
COMPANIES HOUSE

586

A17

11/05/2007
COMPANIES HOUSE

229

2671506

The assistance is to be given to (note 2) Bibendum Wine Holdings Limited
whose registered office is at 113 Regents Park Road, London, NW1 8UR

Please do not
write in this
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Please complete
legibly, preferably
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bold block
lettering

The assistance will take the form of

Provision of a loan facility by the Company to Bibendum Wine Holdings Limited ("Holdings") of up to a maximum amount of £10,000,000 for the purpose of paying that part of the consideration to be paid in cash pursuant to an offer by Holdings to acquire the whole of the issued share capital in the Company (the "Loan") and any financial assistance that may be comprised in the Company's funding arrangements with National Westminster Bank plc ("NatWest") and RBS Invoice Finance Limited ("RBSIF") in relation to the provision of the Loan, including the provision of any security in support of such funding (all as described below).

The person who ~~XXXXXX~~ (will acquire) † the shares is

† delete as
appropriate

Bibendum Wine Holdings Limited

The principal terms on which the assistance will be given are

Please see attached

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

The value of any asset to be transferred to the person assisted is £ _____

The date on which the assistance is to be given is between 1 May and 18 June 2007

Attachment 1

A The terms of the Loan are as follows

1 Holdings agrees to repay the Loan on demand

2 Holdings shall pay to Bibendum Wine Limited (the "Company") interest at a rate which is equivalent to 1 25% per annum above Royal Bank of Scotland plc's Base Rate and will be payable annually

3 The Loan will be unsecured

B In order to finance the Loan, the Company will enter into an agreement with NatWest for a term loan facility ("Term Facility Agreement") and also into an agreement with RBS Invoice Finance Limited ("RBSIF") for an invoice discounting facility (the "CID Facility Agreement")

Pursuant to the Term Facility Agreement, a term facility for an amount of £1,750,000 will be provided by NatWest. The Term Facility Agreement will otherwise be provided on the following terms

- (i) A term of 10 years with quarterly reduction of capital and interest,
- (ii) Interest rate of 1 5% plus NatWest's base rate, and
- (iii) An arrangement fee of £2,500

Pursuant to the CID Facility Agreement, a revolving facility of £17,000,000 against receivables would be provided by RBSIF for amongst other purposes, the funding of the Loan. The CID Facility Agreement will otherwise be provided on the following terms

- (i) A term of 24 months,
- (ii) Interest rate of 1 25% plus RBS base rate, and
- (iii) A fee of £20,000 (plus £35,000 annual service charge)

C The Term Facility Agreement will be secured by a guarantee and indemnity entered into between the Company and Holdings in favour of NatWest. Under the terms of the guarantee, each of the Company and Holdings jointly and severally guarantees, inter alia, repayment of indebtedness under the Term Facility Agreement and indemnifies NatWest for amounts not recoverable from the Company

D The CID Facility Agreement is subject to a number of conditions precedent being satisfied, including the entering into a fixed and floating charge over all of the Company's assets in favour of RBSIF

E The CID Facility Agreement will be secured by a guarantee and indemnity entered into between the Company and Holdings in favour of RBSIF. Under the terms of the guarantee, each of the Company and Holdings jointly and severally guarantees, inter alia, repayment of indebtedness under the CID Facility Agreement and indemnifies RBSIF for amounts not recoverable from the Company

F Under a temporary and conditional release and priority agreement with RBSIF and NatWest, the Company agrees with the other parties that certain debts are released by NatWest to RBSIF, with NatWest's existing debenture remaining in place

+442074830836

FROM: RICHARD COCHRANE

COMPANIES FORM No. 155(6)a

G

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

Declaration in relation to assistance for the acquisition of shares

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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
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2218928

Note
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* insert full name
of company

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

XWe a Andrew John Arkwright Hatton House, Warwick, Warwickshire CV35 7LD
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Jeremy James Young: 161 Wakehurst Road, London SW11 6BW
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† delete as appropriate

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§ delete whichever
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Presenter's name address and
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Piners Stephens Innocent LLP
179 Great Portland Street,
London,
W1W 5LS

For official Use
General Section

SATURDAY

DX 42739 Oxford Circus North
FSI-2671606 1

COMPANIES HOUSE

2671606

The assistance is to be given to (note 2) Bibendum Wine Holdings Limited
whose registered office is at 113 Regents Park Road, London, NW1 8UR

Please do not
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Please complete
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The person who ~~XXXXXXX~~ [will acquire] † the shares is

† delete as
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Bibendum Wine Holdings Limited

The principal terms on which the assistance will be given are

Please see attached

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

The value of any asset to be transferred to the person assisted is £ X

The date on which the assistance is to be given is between 1 May and 18 June 2007

32 2000

[illegible]

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The business of the company is

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Presenter's name address and
reference (if any)
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179 Great Portland Street,
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DX 42739 Oxford Circus North
FSI-2671606 1

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The date on which the assistance is to be given is between 1 May and 18 June 2007

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

- [illegible]

And I/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

COLOMBO, SRI LANKA

Declarants to sign below

Day Month Year

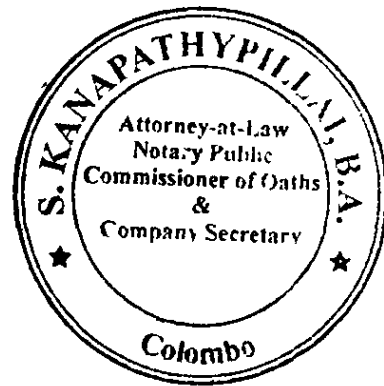
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before me

S. karapallipillai

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

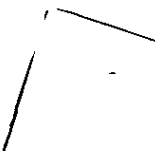
or, for companies registered in Scotland -

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

AL
S. L. P.

+ 442074830836

Jeremy Young.



Attachment 1

A The terms of the Loan are as follows

1. Holdings agrees to repay the Loan on demand

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Nexia Smith & Williamson

25 Moorgate • London • EC2R 6AY

Telephone 020 7131 4000 • Fax 020 7131 4001 • DX 119507 Finsbury Square EC2

Email firstname.surname@smithwilliamson.co.uk • www.nexiasmithwilliamson.co.uk

The Directors
Bibendum Wine Limited
113 Regents Park Road
London
NW1 8UR

25 April 2007

Dear Sirs

AUDITORS' REPORT TO THE DIRECTORS OF BIBENDUM WINE LIMITED (CRN: 2218928) ("THE COMPANY") PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985

We have examined the attached statutory declaration of the Directors dated 25 April 2007 in connection with the proposal that the Company should give financial assistance for the purpose of reducing or discharging any liability incurred in relation to the historic purchase of the entire issued share capital of the Company by Bibendum Wine Holdings Limited

Basis of opinion

We have enquired into the state of affairs of the Company in order to review the basis for the statutory declaration

Opinion

We are not aware of anything to indicate that the opinion expressed by the Directors in the attached statutory declaration as to any of the matters mentioned in section 156(2) of the Companies Act 1985 (as amended) is unreasonable in all the circumstances

Yours faithfully

Nexia Smith & Williamson

Nexia Smith & Williamson

Nexia Smith & Williamson Audit Limited

Registered in England at 25 Moorgate London, EC2R 6AY No 4469576

Nexia Smith & Williamson Audit Limited is a company registered to carry out audit work and is regulated for a range of investment activities by the Institute of Chartered Accountants in England and Wales

Smith & Williamson Limited is a separate company that provides professional resources and certain services to

Nexia Smith & Williamson Audit Limited under the terms of a formal agreement on an arm's length basis

Nexia Smith & Williamson Audit Limited is a member of Nexia International a worldwide network of independent accounting firms

