

CHFP025

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COMPANIES FORM No. 155(6)a

Declaration in relation to assistance for the acquisition of shares



Please do not

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)

Name of company

Company number
2218928

XXXXXXXXXX

2671606

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

- " insert full name of company
- e insert name(s) and address(es) of all the directors

Bibendum Wine Limited

WWe andrew John Arkwright: Hatton House, Warwick, Warwickshire CV35 7LD Benjamin Jasper Collins: Old Rectory, Mixbury, Brackley, Northamptons Peter Ian Espenhahn: 79 Mount Ararat Road, Richmond, Surrey TW10 6PL Peter Ian Espenhahn: 79 Mount Arerat Road, Richword, Surrey TW10 6PL
Simon Charles Farr 27 Huddleston Road, London N7 OAD
William Oliver Lebus 103 Streathbourne Road, London SW17 8RA
Harry Michael Charles Morley 45A Bramham Gardens, London SW5 OHQ
Michael Potter Saunders The Dower House, Changy Longville, Craven Arms, Shropshire 5Y7 8DR
Anna Marie Vinton Pelham Cottage, 24 Pelham Street, London SW7 2NG 3 Becchloorth Road, Pymble, New South Wales, Australia 2073 161 Wakehurst Road, London SW11 6BW Gerard Amal Wahab Jeremy James Young 161 Wakehurst Road, London, SW11 6RA Richard Cochrane

† delete as appropriate

§ delete whichever is inappropriate

DOCKNOCKNIKACIAN [all the directors] to of the above company do solemnly and sincerely declare that The business of the company is:

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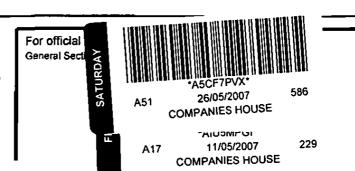
(c) something other than the above §

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

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

Presentor's name address and reference (if any) Finers Stophens Innocent LLP 179 Great Portland Street, London, W1W 5LS

DX 42739 Oxford Circus North FSI-2671606 1



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 margin Please complete
	 legibly, preferably in black type, or 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 f10,000,000 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).	
	j
The person who [XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	t delete as appropriate
Bibendum Wine Holdings Limited	арргорпосо
	_
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 <u>between 1 May and 18 June 2007</u>	- Page 2 - 2671606

Please do not write in this margin

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

* delete elther (a) or (b) es appropriate I/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)

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

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Lu-Jah _		
MN3 ENR.		

Declarants to sign below

	Day	Month	Year	
on	2,5	0 4	2101014	[h]
				////

before me

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

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The Registrar of Companies Companies House Crown Way Cardiff CF14 3UZ

or, for companies registered in Scotland -

The Registrar of Companies 37 Casile Terrace Edinburgh EH1 2E8

Attachment 1

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- 1 Holdings agrees to repay the Loan on demand
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- 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")

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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

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+442074830836

Declaration in relation to assistance for the acquisition

COMPANIES FORM No. 155(6)a Fron: RICHARD COCHRAME



CHFP025

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
hold block letterin

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

" insert full name of company

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

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1	ſΑι	ddn	988	ove	rlea	f -	Note	5)	

For official use Company number 2218928

Name of company

of shares

Bibendum Wine Limited

Andrew John Arkwright Hatton House, Warwick, Warwickshire CV35 7LD
Benjamin Jasper Collins: Old Rectory, Mixbury, Brackley, Northamptons
Peter Ian Espenhahn 79 Nount Ararat Road, Richmond, Surrey TW10 6PL
Simon Charles Parr 27 Huddleston Road, London NT 0AD
William Oliver Lebus 103 Streathbourne Road, London SW17 6RA
Harry Michael Charles Morley 45A Bramham Gardens, London SW5 0HQ Northamptonshire NN13 5RR William Oliver Lebus 103 Streathbourne Road, London SW17 BRA
Harry Michael Charles Morley 45A Bramham Gardens, London SW5 0HQ
Muchael Potter Saunders The Dower House, Cheney Longville, Craven Arms, Shropshire SY7 8DR
Anna Marie Vinton Pelham Cottage, 24 Pelham Street, London SW7 2NG
Gerard Amal Wahab 3 Beechloorth Road, Pymble, New South Wales, Australia 2073
Jeremy James Young: 161 Nakchurst Road, London SW1 6DN Jeremy James Young: 61 Bramfield Road, London, SW11 6RA

t delete as appropriate

§ delete whichever is inappropriate

previous traction [all the directors] tof the above company do solemnly and sincerely declare that The business of the company is

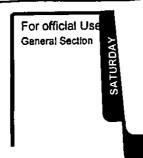
(c) something other than the above §

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

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

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

Oxford Circus North DX 42739 FSI-2671606 1



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Page 1

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The person who XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	t delete as
Bibendum Wine Holdings Limited	appropriate
	_
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Please see attached	
The amount of cash to be transferred to the person assisted is £ 10,000,000	_
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The date on which the assistance is to be given is between 1 May and 18 June 2007	– Page-2

Please do not write in this margin

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And I/we make this sofemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835

Declared at

Day Month

Year

OBEKTSON

on 2150142010

before me

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths Declarants to sign below

RICHARD COCHRAME

LOFTY-EATON CILLIERS
ROBERTSONSTRAAT 6, ROBERTSON
KOMMISSARIS VAN EDE / COMMISSIONER OF
PRAKTISERENDE PROKUREURI ATTORNEY.
TRANSPORTBESORGER/LOQUEYANC ER
REPUBLIEK VAN S.A.

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NOTES

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The Registrar of Companies 37 Castle Terrace Edinburgh EH1 2EB

ROBERTSON POSBUS 41 **ATTORNEYS** PROKUREURS HOTARIES HOTARRISSE CONVEYANCERS AKTERESORGERS **INISTRATORS** BOEDELBEREDDERAARS OF ESTATES BEÊDIGDE SWORN APPRAISERS WAARDEERDERS **AUTIONER AFSLAERS**

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COMPANIES FORM No. 155(6)a

Declaration in relation to assistance for the acquisition of shares

155(6)a

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margin				
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legibly, preferably in black type, or bold block lettering	(Address overleaf - Note 5)			2218928
Note	Name of company			
Please read the notes on page 3 before completing this form	* Bibendum Wine Limited	d		
" insert full name of company g insert name(s) and address(es) of all the directors	MVVV 9 Benjamin Jasper Collins (Peter Ian Espenhahn 79 Mc Simon Charles Farr 27 Huc William Oliver Lebus 103 Harry Michael Charles Morle Michael Potter Saunders Th Anna Marie Vinton Pelham	ddleston Road, London N7 Streathbourne Road, Lond my 45A Bramham Gardens, he Dower House, Cheney Lo Cottage, 24 Felham Stree hloorth Road, Pymble, New akehurst Road, London SM	ackley, Northamptons nd, Surrey TW10 6PL 0AD don SW17 8RA , London SW5 0RQ ongville, Creven Are et, London SW7 2NG w Bouth Wales, Austr 11 68W	s, Shropshire SY7 8DR
t delete as appropriate	[IDEXXXIVEXXIVEXXIVEX] [all the direct	ors] † of the above o	company do solem	nly and sincerely declare that
5 delete whichever is inappropriate	XIBOOCKIDDOGGOOGE / EXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	000000000000000000000000000000000000000		
	(c) something other than the above	ve §		
	The company is proposing to give [company] (XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX		in connection with	
	The assistance is for the purpos	se of [that acquisition]]	KKIOKKI/GKXXXXGEKIO	XYOQXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
	The number and class of the share capital of the Company (to t			ntire issued share he acquisition offer)
	Presentor's name address and	For official Use		

reference (if any)
Piners Stephens Innocent LLP
179 Great Portland Street,
London,
W1W 5LS

DX 42739 Oxford Circus North FSI-2671606 1

General Section

The assistance is to be given to (note 2) <u>Bibendum Wine Holdings Limited</u> whose registered office is at 113 Regents Park Road, London, NW1 SUR	Please do not write in this margin
	Please complete Legibly, preferab In black type, or bold block
	lettering
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The person who XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	† delete as
	appropriate
Bibendum Wine Holdings Limited	
The principal terms on which the assistance will be given are	
Please see attached	
	1
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- *JEROKEVEREGEROPE*

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Declared at

BUKB

Day Month Year

before me

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

Declarants to sign below



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+ 442074830836 Jeremy Youns.

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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@smith williamson co uk • www nexiasmith williamson 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 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

Vosi Suit - Lilians

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 I imited is a member of Nexia International a worldwide network of independent accounting firms

