

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

02231168

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

*Insert full name
of company

Name of company

* SOLITAIRE PROPERTY MANAGEMENT COMPANY LIMITED

I/We

WILLIAM KENNETH PROCTER of 16 CLAVERLY GROVE, FINCHLEY N3 2DH

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

MICHAEL GASTON of 1 DENTS ROAD, LONDON SW11 6JA

IAN RAPLEY of 28A ICKWELL ROAD, NORTHILL, BEDFORDSHIRE SG18 9AB

†Delete as
appropriate

~~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

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

~~(b) that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry
on 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 ~~company~~ [company's holding company SOLITAIRE GROUP LIMITED, INCORPORATED
IN ENGLAND UNDER REGISTERED NUMBER 2999863

~~Limited~~

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: 5000667 ORDINARY SHARES OF
10P EACH IN THE SHARE CAPITAL OF SOLITAIRE GROUP LIMITED (ALL ISSUED)

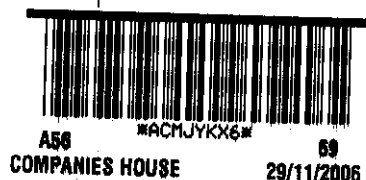
Presentor's name address and
reference (if any):

Speechly Bircham
6 St Andrew Street
London
EC4A 3LX
DX 54 Chancery Lane

For official Use (10/03)

General Section

Post room



The assistance is to be given to: (note 2)

SOLITAIRE REAL ESTATE HOLDINGS LIMITED A PRIVATE COMPANY INCORPORATED IN ENGLAND UNDER NUMBER 5806191 WHOSE REGISTERED OFFICE IS SITUATE AT GROUND FLOOR, LECONFIELD HOUSE, CURZON STREET, LONDON, W1J 5JA AND DEUTSCHE BANK AG, LONDON BRANCH OF 1 GREAT WINCHESTER STREET, LONDON, EC2N 2DB

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 PART A OF THE SCHEDULE

The person who [has acquired][will acquire] the shares is:

SOLITAIRE REAL ESTATE HOLDINGS LIMITED (DETAILS PROVIDED ABOVE)

†Delete as
appropriate

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

SEE PART B OF THE SCHEDULE

The amount of cash to be transferred to the person assisted is £ **SEE PART C OF THE SCHEDULE**

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) ~~X~~ It is intended to commence the winding up of the company within 12 months of that date and ~~X~~ 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)

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

35 PARK LANE
LONDON W1K 1RB

Day Month Year

on

2	3	1	1	2	0	0	6
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before me

E. Klein

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

MA M. P. R.

BP

IR

Why
J. A. P. R.

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 auditor's 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

DX 33050 Cardiff

or, for companies registered in Scotland:-

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

DX 235 Edinburgh

or LP-4 Edinburgh 2

Company Number: 02231168

SCHEDULE TO FORM 155(6)(A)

SOLITAIRE PROPERTY MANAGEMENT COMPANY LIMITED

(the Company)

PART A

The assistance will take the form of:

1. An accession letter to a £52,000,000 bridge loan facility agreement (the **Facility Agreement**) between Solitaire Real Estate Holdings Limited (the **Purchaser**) and Deutsche Bank AG (the **Lender**) dated 8 November 2006 incorporating a guarantee (the **Guarantee**).
2. A debenture (the **Debenture**) entered into by the Company in favour of the Lender on 8 November 2006.
3. An intra-group loan agreement dated 8 November 2006 (the **Intra-Group Loan Agreement**) between inter alia the Purchaser as borrower and the Company as lender for the purpose of servicing the liabilities of the Purchaser under the Facility Agreement.

MS
BP

MR
✓

IR. IAR

Emilein

23/11/2006 @

PART B

Words defined in Part A will have the same meaning when used in this Part B.

The principal terms on which the assistance will be given by the Company are as follows:

1. Guarantee

Capitalised words and expressions in this paragraph bear the same meaning as in the Facility Agreement.

1.1 Each Guarantor irrevocably and unconditionally jointly and severally:

- 1.1.1 guarantees to the Lender punctual performance by each Borrower of all that Borrower's obligations under the Finance Documents;
- 1.1.2 undertakes with the Lender that whenever a Borrower does not pay any amount when due under or in connection with any Finance Document, that Guarantor shall immediately on demand pay that amount as if it were the principal obligor; and
- 1.1.3 indemnifies the Lender immediately on demand against any cost, loss or liability suffered by the Lender if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which the Lender would otherwise have been entitled to recover.

2. Debenture

Capitalised words and expressions in this paragraph bear the same meaning as in the Debenture.

2.1 The Borrower with full title guarantee, as security for the payment of all Secured Liabilities:

- 2.1.1 charges in favour of the Lender, for the benefit of the Secured Parties, by way of first legal mortgage:
 - (a) all the property specified in Schedule 1 of the Debenture and any rights under any licence or other agreement or document which gives the Borrower a right to use or occupy such property together with the benefit of all easements and other rights now or from time to time benefiting the same and all Fixtures and buildings thereon, the proceeds of sale of all or any part thereof (including all VAT on or in respect of the same and all deposits whether or not the same are forfeited) and the benefit of any covenants for title given or entered into by any predecessor in title of the Borrower and any moneys paid or payable in respect of such covenants;
 - (b) all estates or interests in any freehold or leasehold property and any rights under any licence or other agreement or document which gives the Borrower a right to use or occupy the property, wheresoever situate, now belonging to it together with the benefit of all easements and other rights now or from time to time benefiting the same and all Fixtures and

buildings thereon, the proceeds of sale of all or any part thereof (including all VAT on or in respect of the same and all deposits whether or not the same are forfeited) and the benefit of any covenants for title given or entered into by any predecessor in title of the Borrower and any moneys paid or payable in respect of such covenants; and

2.1.2 charges to the Lender, for the benefit of the Secured Parties, by way of first fixed charge:

- (a) (to the extent that the same are not the subject of a charge under Clause 2.1.1 of the Debenture) all present and future estates or interests in any freehold or leasehold property and any rights under any licence or other agreement or document which gives the Borrower a right to use or occupy the property, wheresoever situate, now or in the future belonging to it, together with the benefit of all easements and other rights now or from time to time benefiting the same and all Fixtures and buildings thereon, the proceeds of sale of all or any part thereof (including all VAT on or in respect of the same and all deposits whether or not the same are forfeited) and the benefit of any covenants for title given or entered into by any predecessor in title of the Borrower and any moneys paid or payable in respect of such covenants; and
- (b) all and any plant and machinery now or in the future owned by the Borrower and its interest in any plant or machinery in its possession;
- (c) mortgages and charges and agrees to mortgage and charge to the Lender, for the benefit of the Secured Parties, by way of first fixed charge:
- (d) all Securities (including those specified in Schedule 2 of the Debenture) together with all Related Rights accruing thereto; and
- (e) all Chattels (including those specified in Schedule 3 of the Debenture) and the full benefit of all warranties and maintenance contracts for the Chattels.

2.1.3 assigns to the Lender, for the benefit of the Secured Parties, by way of first ranking absolute assignment (in each case, subject to the proviso contained in Clause 3.2 of the Debenture (*Proviso for reassignment*)) all its right, title, benefit and interest in and to:

- (a) all of the Insurances (including those specified in Schedule 4 of the Debenture);
- (b) all of the Borrower's present and future book and other debts, the proceeds of and the right to demand the same and all other moneys due and owing to the Borrower or which may become due and owing to it at any time in the future and the benefit of all rights, securities and guarantees of any nature whatsoever now or at any time enjoyed or held by it in relation to any of the foregoing ("**Debts**");
- (c) the Deposit and all moneys (including the obligation of the relevant person to pay the amount in question) (including accrued interest) from time to time standing to the credit of each of the Borrower's present and

future accounts (including, without limitation, each Account) with any bank, financial institution or other person, any proceeds thereof, the right to demand the same and the debts represented thereby provided that, in respect of any such account with the Lender, this paragraph (c) shall take effect by way of first fixed charge and not assignment and also unconditionally and irrevocably gives, without limitation, the Lender (or any Receiver) the right to appropriate all or any part of such moneys in or towards satisfaction and discharge of the Secured Liabilities whether by exercise of rights of set-off or otherwise all in accordance with the provisions of this Deed;

- (d) all and any covenants and agreements (whether or not of a personal nature) pursuant to any Lease Document and all and any guarantees or security provided under or pursuant to any Lease Document (whether given to the Borrower or any predecessor in title);
- (e) all rights under, or in respect of, the Agreements (including those specified in Schedule 5 of the Debenture);
- (f) all Causes of Action;
- (g) all hedging agreements entered into by the Borrower from time to time; and
- (h) all Domain Names (including those specified in Schedule 6, Part I and Part II of the Debenture); and
- (i) (to the extent that the same are not the subject of a specific assignment or charge pursuant to the foregoing paragraphs) charges to the Lender, for the benefit of the Secured Parties, by way of first fixed charge;
- (j) any letters of credit issued in its favour and all bills of exchange and other negotiable instruments held by it;
- (k) any beneficial interest, claim or entitlement of the Borrower in any pension fund;
- (l) the Borrower's present and future goodwill;
- (m) the benefit of all present and future licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any of the Premises or Mortgaged Property and the right to recover and receive all compensation which may at any time become payable to it in respect thereof;
- (n) the Borrower's present and future uncalled capital; and
- (o) all Intellectual Property Rights (other than Domain Names) (including those specified in Schedule 6, Part III of the Debenture).

3. Intra-Group Loan Agreement

Capitalised words and expressions in this paragraph bear the same meaning as in the Intra Group Loan Agreement.

The purpose of the Intra-Group Loan is to enable the Borrower (a) to repay borrowings incurred by it under the Facility Agreement and under any funding agreement between the Borrower and any other member of the Group, (b) to pay interest on such borrowings, (c) to pay costs and expenses incurred directly or indirectly in connection with the Acquisition, (d) to fund any dividend payments, (e) to reduce or discharge any other liability incurred directly or indirectly for the purpose of or otherwise in connection with the Acquisition and (f) for such other purposes as the Lenders may agree in writing.

PART C

Advances of up to the maximum amount payable to enable Solitaire Real Estate Holdings Limited to perform its payment obligations under the Finance Documents and to meet Acquisition Costs (as each such term is defined in the Intra-Group Loan Agreement), as made available to Solitaire Real Estate Holdings Limited under the Intra-Group Loan Agreement from time to time.



**AUDITORS' REPORT TO THE DIRECTORS OF SOLITAIRE PROPERTY
MANAGEMENT COMPANY LIMITED PURSUANT TO SECTION 156(4) OF THE
COMPANIES ACT 1985**

It is our responsibility to make a report to the company in accordance with Section 156(4) of The Companies Act 1985. Our work has been undertaken so that we might state to the company those matters we are required to state in an auditor's report and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone for any other purpose for our work, for this report or for the opinions we have formed.

We have examined the attached statutory declaration of the directors dated 23 November 2006 in connection with the proposal that the company should give financial assistance (as defined in Section 152 of the Companies Act 1985) in connection with the acquisition of shares in its holding company, Solitaire Group Limited.

Basis of opinion

We have enquired into the state of the company's affairs in order to review the basis of 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.

Baker Tilly

BAKER TILLY

Registered Auditor
Chartered Accountants
The Clock House
140 London Road
Guildford
GU1 1UW

23 November 2006