

CHFP025

**155(6)b**

928719;

The assistance is for the purpose of ~~XXXXXXX~~ [reducing or discharging a liability incurred for the purpose of that acquisition] † (note 1)

Please do not write in this margin

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

The number and class of the shares acquired or to be acquired is See Annexure 2

The assistance is to be given to (note 2) Danoptra Limited (No 4395815) and Kunick Limited (No 506827) each with its registered office at Low Lane, Horsforth, Leeds, LS18 4ER

The assistance will take the form of

See Annexure 3

The person who [has acquired] ~~XXXXXXX~~ † the shares is  
Danoptra Limited (No 4395815) and Kunick Limited (No 506827)

† delete as appropriate

The principal terms on which the assistance will be given are

see Annexure 4

The amount (if any) by which the net assets of the company which is giving the assistance will be reduced by giving it is see Annexure 5

The amount of cash to be transferred to the person assisted is £ Nil

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 the date hereof or within 8 weeks

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

**X** We have formed the opinion, as regards this 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)

delete either (a) or  
(b) as appropriate

(a) ~~We have formed the opinion that this company will be able to pay its debts as they fall due during the year immediately following that date]~~\* (note 3)

(b) XXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXX  
 XXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXX  
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 XXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXX

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

**Ashurst LLP**  
**Broadwalk House**  
**5 Appold Street**  
**London EC2A 2HA**

Declarants to sign below

Day Month Year

on 1 9 0 8 2 0 0 8

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

- 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**  
**Companies House**  
**37 Castle Terrace**  
**Edinburgh**  
**EH1 2EB**

**FORM 155(6)B**

**PRECIS (928) LIMITED**  
**Company Number 2413328**

**Annexure 1 to Form 155(6)b**

The names and addresses of the directors of the Company are

Derek Thomas Lloyd  
55 Westerdale Drive  
Banks  
Southport  
Merseyside  
PR9 8DG

Paul Alan Meehan  
The Farm House Park Farm  
Newton Hall Lane  
Mobberley  
Cheshire  
WA16 7LQ

**Annexure 2 to Form 155(6)b**

The shares acquired by Kunick Limited were

1,500 Ordinary shares of £1 each, and  
3,625,931 Deferred shares of £1 each

The shares acquired by Danoptra Limited were

3,000 Ordinary shares of £1 each, and  
7,251,862 Deferred shares of £1 each

### **Annexure 3 to Form 155(6)b**

On 5 January 2005 Kunick Limited ("**Kunick**") acquired 1,500 ordinary shares of £1 each and 3,625,931 deferred shares of £1 each in the issued share capital of the Company. On 13 January 2005 Danoptra Limited ("**Danoptra**") acquired from Kunick 3,000 ordinary shares of £1 each and 7,251,862 deferred shares of £1 each in the issued share capital of the Company (the "**Acquisitions**")

In order to fund the Acquisitions, Danoptra and Kunick, among others, entered into a senior facilities agreement (the "**Senior Facilities Agreement**") dated 22 May 2002 (as amended and restated from time to time) with The Royal Bank of Scotland plc and others and a mezzanine facility agreement dated 22 May 2002 (as amended and restated from time to time) with RBS Mezzanine Limited and others

It is now intended that a restructuring of the capital structure of Danoptra and its subsidiaries will be undertaken which will include the amendment and restatement of the Senior Facilities Agreement

#### **Form of Financial Assistance**

The financial assistance will take the form of the execution, delivery and performance by the Subsidiary of its obligations under the following documents (each as amended, extended, novated or supplemented from time to time, together the "**Documents**")

- (a) an amendment and restatement agreement dated 12 June 2008 (as amended by a deed of amendment dated 19 August 2008 between, among others, the Company and Credit Suisse, London Branch) between, among others, Danoptra, Kunick, Danoptra Holdings Limited, the Company, the Subsidiary, Credit Suisse, London Branch and Credit Suisse International (the "**Amendment Agreement**") which provides for:
  - (i) the amendment and restatement of the Senior Facilities Agreement to provide for:
    - (A) a senior term and revolving facilities agreement as set forth in Part I of Schedule 3 (*Amended and Restated Senior Facilities Agreement*) of the Amendment Agreement (the "**Senior Term and Revolving Facilities Agreement**"), and
    - (B) a preferred term facility agreement as set forth in Part II of Schedule 3 (*Amended and Restated Senior Facilities Agreement*) of the Amendment Agreement (the "**Preferred Term Facility Agreement**" and together with the Senior Term and Revolving Facilities Agreement, the "**Facilities**"),
  - (ii) the amendment and restatement of the intercreditor deed (the "**Intercreditor Deed**") dated 22 May 2002 (as supplemented by supplemental deeds from time to time) regulating the priority arrangements and pursuant to which each Obligor (as defined therein) agrees that monies owed to them by Danoptra and its subsidiaries by way of intercompany loan will be subordinated to (rank behind and be paid after) the monies owed to the Finance Parties (as defined therein),
  - (iii) a confirmation to be given on the Effective Date (as defined in the Amendment Agreement) from the Subsidiary (among others) that the guarantee and indemnities and the security granted by it pursuant to the composite guarantee and debenture dated 22 May 2002 (as supplemented

by supplemental deeds dated 13 August 2002, 9 February 2004, 1 February 2005 and 20 February 2006) between, among others, the Subsidiary, Danoptra and Credit Suisse, London Branch as security trustee (the "**Existing Guarantee and Debenture**") will continue in full force and effect notwithstanding the Amendment Agreement and the amendments to the Senior Facilities Agreement and the Intercreditor Deed contemplated therein,

- (b) a composite guarantee and debenture (the "**New Guarantee and Debenture**") in favour of Credit Suisse, London Branch as the security trustee (the "**Security Trustee**") pursuant to which the Subsidiary will, jointly and severally with other members of the group of companies of which it is a member, covenant to, *inter alia*, pay and discharge the monies owing under the Facilities on the applicable due dates and will create fixed and floating charges over all its assets and undertaking present and future by way of security for the obligations of itself and other members of the group of companies of which it is a member under the Finance Documents (under and as defined in the New Guarantee and Debenture), and
- (c) an intra-group loan agreement (the "**Upstream Loan Agreement**") between, *inter alios*, the Subsidiary along with certain other members of the group of companies of which it is a member (the "**Intra-Group Lenders**") pursuant to which the Intra-Group Lenders will make available to Danoptra a revolving credit facility to be used by Danoptra to, *inter alia*, meet payment obligations under the Facilities,

and any other financial assistance contemplated by the Documents, the amounts payable thereunder and/or the transactions contemplated thereby, and the exercise by the Subsidiary of its rights and the performance of its obligations thereunder, which shall include, without limitation, any condition, undertaking, representation, warranty, guarantee, indemnity, loan, waiver, gift, security agreement, novation, assignment or any other thing done or to be done in connection with the Documents which would constitute financial assistance

#### Annexure 4 to Form 155(6)b

1 The principal terms on which the assistance will be given under the terms of the Amendment Agreement (as defined in Annexure 3) are, that on the date the Amendment Agreement comes into effect, the Senior Facilities Agreement (as defined in Annexure 3) will be amended and restated to provide for the Senior Term and Revolving Facilities Agreement and the Preferred Term Facility Agreement (each as defined in Annexure 3) pursuant to which the Subsidiary will provide

- (a) the tax indemnities as further described in Clause 17.3 (*Tax indemnity*) of the Senior Term and Revolving Facilities Agreement and Clause 13.3 (*Tax indemnity*) of the Preferred Term Facility Agreement,
- (b) the currency indemnities as further described in Clause 19.1 (*Currency Indemnity*) of the Senior Term and Revolving Facilities Agreement and Clause 15.1 (*Currency Indemnity*) of the Preferred Term Facility Agreement,
- (c) the indemnity to the Agent (as defined under the Senior Term and Revolving Facilities Agreement and/or the Preferred Term Facility Agreement) as further described in Clause 19.3 (*Indemnity to the Agent*) of the Senior Term and Revolving Facilities Agreement and Clause 15.3 (*Indemnity to the Agent*) of the Preferred Term Facility Agreement,
- (d) an indemnity to the Arranger and each other Secured Party against any cost, loss or liability incurred as a result of certain events, including without limitation, (a) an Event of Default, and (b) a failure by an Obligor to pay any amount due under a Finance Document as further described in Clause 19.2(a) (*Other indemnities*) of the Senior Term and Revolving Facilities Agreement and Clause 15.2(a) (*Other indemnities*) of the Preferred Term Facility Agreement (each term as defined under the Senior Term and Revolving Facilities Agreement and/or the Preferred Term Facility Agreement, as appropriate), and
- (e) in respect of the Senior Term and Revolving Facilities Agreement only, continue to provide the indemnity to the Issuing Bank in relation to issuing a Letter of Credit (each term as defined in the Senior Term and Revolving Facilities Agreement)

In addition, the Subsidiary is required, from time to time, to make certain representations and warranties to the Finance Parties (as defined in the Senior Term and Revolving Facilities Agreement and/or the Preferred Term Facility Agreement) as more particularly described in Clause 22 (*Representations*) of the Senior Term and Revolving Facilities Agreement and Clause 18 (*Representations*) of the Preferred Term Facility Agreement

The Subsidiary is further required to undertake to comply with certain general undertakings which include, amongst others, an undertaking not to create, agree to create or allow to exist any security interest on any of its assets and not to dispose of any of its assets (each subject to certain exceptions and more particularly described in Clauses 22 (*Representations*), 23 (*Information Undertakings*), 24 (*Financial Covenants*) and 25 (*General Undertakings*) of the Senior Term and Revolving Facilities Agreement and Clauses 18 (*Representations*), 19 (*Information Undertakings*), 20 (*Financial Covenants*) and 21 (*General Undertakings*) of the Preferred Term Facility Agreement)

1 2 Further principal terms on which the assistance will be given under the terms of the Amendment Agreement are that on the date the Amendment Agreement comes into effect, the Intercreditor Deed (as defined in Annexure 3) will be amended and restated pursuant to which the Subsidiary agrees that



(a) subject to Clause 6 (*Permitted Payments*) of the Intercreditor Deed, the Liabilities (as defined therein) owing by the Obligors (including the Subsidiary) to, amongst others, the Lenders (or any of them) will rank in the following order

(i) the Senior Liabilities, and

(ii) the Preferred Liabilities,

(as such terms are defined in the Intercreditor Deed), all as more particularly described in the Intercreditor Deed,

(b) the Subsidiary agrees that

(i) the Liabilities (as defined in the Intercreditor Deed) of the Subsidiary would rank in the order specified therein,

(ii) the Security constituted by the Security Documents (as such terms are defined in the Intercreditor Deed) to which the Subsidiary is a party would rank in the order specified therein,

(iii) if the Subsidiary grants any guarantee, indemnity or Security in respect of the Senior Liabilities, it would be required, in certain circumstances, to also grant such guarantee, indemnity or Security to other Secured Parties (as such terms are defined in the Intercreditor Deed),

(iv) the making of payments of the Senior Liabilities, the Preferred Liabilities, the Intra-Group Liabilities would be regulated in accordance with the terms therein (as such terms are defined in the Intercreditor Deed), and

(v) if it received any sum which, under the terms of the Finance Documents, should have been paid to the Security Trustee, it would be required to pay such sum either into an account to be held on trust for such person or directly to such person (as such terms are defined in the Intercreditor Deed), and

(c) save in certain circumstances, including without limitation where the relevant payment is permitted under Clause 6 (*Permitted Payments*) of the Intercreditor Deed, the Obligors (including the Subsidiary) may not make any payments in respect of the Intra-Group Liabilities (each as defined in the Intercreditor Deed)

1 3 Further principal terms on which the assistance will be given under the terms of the Amendment Agreement are that on the date the Amendment Agreement comes into effect, the Subsidiary will provide a confirmation that the guarantee, indemnity and security granted by it under the Existing Guarantee and Debenture (as defined in Annexure 3) will continue in full force and effect notwithstanding the Amendment Agreement and the amendments to the Senior Facilities Agreement and the Intercreditor Deed effected thereby

2 The principal terms on which the assistance will be given pursuant to the Subsidiary's execution of the New Guarantee and Debenture (as defined in Annexure 3) are that the Subsidiary, jointly and severally, with other members of the group of companies of which it is a member, will (amongst other things)

(a) as principal obligor, guarantee to the Security Trustee punctual performance by each Obligor of all the Obligor's present and future obligations due, owing or incurred by that Obligor under or in connection with the Finance Documents (each term being in respect of, and as defined in, the New Guarantee and Debenture),

- (b) undertake with the Security Trustee that if any other Obligor fails to pay any amount when due under or in connection with any Finance Document, the Subsidiary shall immediately on demand pay that amount as if it were the principal obligor (each term being in respect of, and as defined in, the New Guarantee and Debenture), and
- (c) agree to indemnify each Finance Party forthwith on demand against any loss, damage, cost or liability incurred by that Finance Party 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 that Finance Party would otherwise have been entitled to recover.

The Subsidiary further agrees that

- (i) its guarantee and indemnity obligations will not be affected by any act, omission, matter or thing which would reduce, release or prejudice such obligations, and
- (ii) following a Declared Default (as defined in the New Guarantee and Debenture), any Finance Party may set off any obligation owed by the Subsidiary to the Finance Party against any matured obligation owed by that Finance Party to that Obligor.

2.2 Further principal terms on which the assistance will be given under the terms of the New Guarantee and Debenture (as defined in Annexure 3) are that the Subsidiary will covenant to, on demand, pay and discharge all obligations owing to the Security Trustee (as defined in Annexure 3) by the Obligors when due and payable under the Finance Documents ("**Indebtedness**") and as security for the payment of any such Indebtedness

(a) charge in favour of the Security Trustee

- (i) by way of first fixed charge, the assets of the Subsidiary specified in Clauses 3.2 to 3.12 of the New Guarantee and Debenture which includes, but without limitation, certain freehold and leasehold property, monetary claims, intellectual property rights, plant and machinery, bank accounts, goodwill, investments and insurance policies, and
- (ii) by way of first floating charge, all of the present and future assets and undertakings of the Subsidiary not otherwise effectively charged by way of first fixed charge,

(b) assign, by way of security, all of the Subsidiary's rights, title and interest in and to all rights and claims in relation to the Relevant Documents (under and as defined in the New Guarantee and Debenture),

(c) undertake to, at its own expense, promptly do all such acts and things as the Security Trustee may reasonably require for:

- (i) creating, registering, perfecting, maintaining or protecting the security intended to be created by the New Guarantee and Debenture over the assets secured thereby, or
- (ii) facilitating the realisation of any security intended to be created by the New Guarantee and Debenture after it has become enforceable or vested in the Security Trustee or the exercise of any right, power or discretion in relation to any asset secured thereby,

each as more fully described in the New Guarantee and Debenture

### **3 Intra-Group Loan Agreement**

The principal terms on which the assistance will be given under the terms of the Upstream Loan Agreement (as defined in Annexure 3) are that the Subsidiary, together with the other Intra-Group Lenders (as defined in Annexure 3), may in the future make available to Danoptra Limited a revolving loan facility of up to £200,000,000 in aggregate to be used by Danoptra Limited to make payments when due to (among others) the Finance Parties but on the basis that the Subsidiary will only be obliged to make advances if, amongst other things, it has the cash resources and the Subsidiary is not in liquidation or administration or the subject of a creditor's voluntary arrangement

### **4 Amendments**

The Subsidiary's obligations as described above continue in relation to the Documents as they may be amended, modified, varied or restated from time to time

**Annexure 5 to Form 155(6)b**

Cash to be transferred at the time of giving the financial assistance is nil. However, up to £200,000,000 (or such other amount as is permitted under the Upstream Loan Agreement or the New Guarantee and Debenture from time to time) may become payable.

# Deloitte.

## REPORT OF THE INDEPENDENT AUDITOR TO THE DIRECTORS OF PRECIS (928) LIMITED ("THE COMPANY") PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985

We report on the attached statutory declaration of the directors dated the same date as this report, prepared pursuant to the Companies Act 1985, in connection with the proposal that the Company's subsidiary Bell-Fruit Group Limited 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.

This report is made solely to the directors of the Company for the purpose of section 156(4) of the Companies Act 1985. Our work has been undertaken so that we might state to the directors of the Company those matters that we are required to state to them in an auditors' report under that section 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, for our work, for this report, or for the opinions that we have formed.

### 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 statutory declaration as to any of the matters mentioned in section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

*Deloitte + Touche LLP*

Deloitte & Touche LLP

1 City Square

Leeds

LS1 2AL

Chartered Accountants and Registered Auditors

Date

*19 August 2008*