

**155(6)a**

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

Company number

Name of company

\* Le Pont de la Tour Limited (the "Company")

XWe 0 Desmond Antony Lalith Gunewardena  
17 Copse Hill, Wimbledon, London, SW20 0NB

and

David Michael Loewi  
5 Back Lane London NW3 1HL

~~Do XXXXX XXXXX~~ [all the directors] † of the above company do solemnly and sincerely declare that:

**The business of the company is:**

~~XX~~

[illegible]~~MEMORANDUM FOR 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

[illegible]

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

~~XXXXXXXXXXXXXXXXXXXX~~ +

The number and class of the shares acquired or to be acquired is: 200 Ordinary Shares of  
£1 each

**Presenter's name address and reference (if any) :**  
 Lewis Silkin LLP  
 5 Chancery Lane, Clifford's Inn,  
 London,  
 EC4A 1BL  
 182 Chancery Lane

For official Use  
General Section

Post room



A23 COMPANIES HOUSE

405  
27/09/2006

The assistance is to be given to: (note 2) CGL Restaurant Holdings Limited  
(Company number 5867334) (the "Purchaser")

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:

The entry into the following documents by the Company:

1. A debenture (the "Debenture") between, inter alia the Company and The Governor and Company of the Bank of Scotland ("BoS"), as more particularly described in Annexure B attached.
2. An unlimited corporate cross guarantee (the "Guarantee") between, inter alia, the Company and BoS, as more particularly described in Annexure B attached.
3. An intercreditor deed (the "Deed") between, inter alia, BoS and the persons listed in Schedule 1 to the Deed (including the Company) pursuant to which the parties agree to certain ranking and priority arrangements as more particularly described in Annexure B attached.

(Please see continuation at Annexure A attached.)

The person who ~~XXXXXX~~ [will acquire] † the shares is:

† delete as  
appropriate

the Purchaser

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

Please see Annexure B attached.

The amount of cash to be transferred to the person assisted is £ 0

The value of any asset to be transferred to the person assisted is £ 0

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

~~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)

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

\* 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)

[illegible]

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 3 Noble Street  
EC2 London

**Declarants to sign below**

on 

Day	Month	Year
13	09	2006

before me Michael (CECILE BOUCHITT)

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:-

## **Annexures to Companies House Form 155(6)(a)**

### **This is the document referred to as Annexure A in the attached Statutory Declaration**

4. The obligations, undertakings and liabilities incurred by the Company in executing the documents listed in paragraphs 1 to 3 are given to guarantee, secure or otherwise assist the Purchaser in connection with the obligations, undertakings and liabilities which it will incur for the purpose of the acquisition of the entire issued share capital of the Company.
5. References to a document or agreement are to that document, or agreement as amended, supplemented or restated from time to time, even if changes are made to the nature or amount of any facilities made available under such document or agreement. Reference to a person include those persons, assignees, transferees or successors in title.

### **This is the document referred to as Annexure B in the attached Statutory Declaration**

1. The Debenture is to be made between (1) the companies (including the Company) listed in schedule 1 to that deed and (2) The Governor and Company of the Bank of Scotland (as security trustee for the Secured Beneficiaries (as defined in that deed) (the "**Security Trustee**")) as amended from time to time. Pursuant to the Debenture the Company will, amongst other things:
  - 1.1 grant assignments, a legal mortgage over the freehold and leasehold property described in the Debenture and a first fixed charge and a first floating charge over all its assets in favour of the Security Trustee for the purpose of securing the Secured Liabilities (as defined in the Debenture) and will give certain indemnities to the Security Trustee and the Secured Beneficiaries (as defined in the Debenture);
  - 1.2 execute and deliver to the Security Trustee such other deeds, documents, agreements and instruments (including, but not limited to, any legal mortgage, standard security, fixed charge, assignment or chattel mortgage) and will otherwise do and concur in all such other acts or things as the Security Trustee may deem necessary for perfecting, preserving or protecting the security created (or intended to be created) by the Debenture or for facilitating the realisation of the Assets (as defined in the Debenture) or the exercise of any rights of the Security Trustee under the Debenture.
2. The Guarantee is to be made between (1) the companies (including the Company) listed in schedule 2 to that deed (as Guarantors) (as defined therein) and (2) The Governor and Company of the Bank of Scotland (as Security Trustee) as amended from time to time. Pursuant to the Guarantee the Company, amongst other things, in consideration of the Security Beneficiaries (as defined in the Guarantee) granting time, credit and banking facilities to any one or more of the Principals (as defined in the Guarantee), unconditionally and irrevocably guarantees to the Security Trustee, amongst other things, the payment or discharge of the Secured Liabilities (as defined in the Guarantee) and shall on demand in writing pay or discharge them to the Security Trustee and unconditionally and irrevocably agrees to give certain indemnities in favour of the Security Beneficiaries (as defined in the Guarantee).
3. The Deed is to be made between (1) The Governor and Company of the Bank of Scotland (as Senior Agent), (2) The Governor and Company of the Bank of Scotland (as Senior Lender), (3) The Governor and Company of the Bank of Scotland (as Security Trustee), (4) The Governor and Company of the Bank of Scotland (as Mezzanine Agent), (5) The Governor and

Company of the Bank of Scotland (as Mezzanine Lender), (6) The Governor and Company of the Bank of Scotland (as Working Capital Bank), (7) HBOS Treasury Services plc (as Hedging Bank), (8) the Company (as Borrower) and (9) the persons (including the Company) named in schedule 1 to that deed (as Original Obligors) as amended from time to time. Pursuant to the Deed the Company acknowledges the arrangements made between the parties to the Deed which regulate, amongst other things, the ability of the Company to make certain payments to certain of the parties contained therein, govern certain ranking and priority arrangements in respect of the Senior Exposure and the Mezzanine Debt (each term as defined therein) and gives certain undertakings in favour of the other parties to that document.

**INDEPENDENT AUDITORS' REPORT TO THE DIRECTORS OF LE PONT DE LA  
TOUR LIMITED (THE "COMPANY") PURSUANT TO SECTION 156(4) OF THE  
COMPANIES ACT 1985 (THE "ACT")**

We have examined the attached statutory declaration of the directors dated made today, prepared in accordance with applicable United Kingdom law, in connection with the proposal that the Company should give financial assistance 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 in accordance with section 156(4) of the Act. Our work has been undertaken so that we might state to the directors of the Company those matters we are required to state to them in an auditors' report under section 156(4) of the Act and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the directors of the Company, for our audit work, for this report, or for the opinions we have formed.

**Basis of opinion**

We have enquired into the state of affairs of the Company so far as necessary 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 of the Company in their declaration as to any of the matters mentioned in section 156(2) of the Act is unreasonable in all the circumstances.



Ernst & Young LLP  
Registered Auditor  
London  
13 September 2006