

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

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

Name of company

* MONTAGU PRIVATE EQUITY LIMITED

* insert full name
of company

~~X~~We see Annexure 1

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

† delete as appropriate

~~Do not delete~~ [all the directors] † of the above company do solemnly and sincerely declare that

The business of the company is

§ delete whichever
is inappropriate

[illegible][illegible]

~~NOFORN DISSEM TO US ONLY~~

(c) something other than the above §

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

~~XXXXXX~~ [company's holding company] MONTAGU MANAGEMENT

Limited†

The assistance is for the purpose of ~~the 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 See Annexure 2

Presenter's name address and
reference (if any)
Macfarlanes
10 Norwich Street
London
EC4A 1BD

138 Chancery Lane
(Ref EDR/594610/3239969)

For official Use
General Section

WEDNESDAY



LD2

L9Q020FP

04/04/2007

455

COMPANIES HOUSE

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

MML II LIMITED (registered number 05945979) of Vintners Place, 68 Upper Thames Street, London EC4V 3PE

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 Annexure 3

The person who [has acquired] ~~XXXXXX~~ † the shares is

† delete as
appropriate

MML II LIMITED (registered number 05945979) of Vintners Place, 68 Upper Thames Street, London EC4V 3PE

The principal terms on which the assistance will be given are

See Annexure 4

The amount of cash to be transferred to the person assisted is £ See Annexure 5

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

~~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

(a) ~~We~~ 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)

delete either (a) or (b) as appropriate

[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 Vintry Place
Wicham EC4V 3PE

Declarants to sign below

Day Month Year
on 28/03/2007
before me N. W. S. S.

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
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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 Castle Terrace
Edinburgh
EH1 2EB

U G O R n g e
G. H i s t o r y
A. G. 811
R h a n d
M u n n
C l o t
C a t h e r i n e C l i f f o r d
N o t J.
P. K u o l a
U G O R n g e
A n
M a h d A n h
J a n n e E d d e

Annexures to the Statutory Declaration made by all the Directors of Montagu Private Equity Limited (the "Company") in respect of financial assistance to be given by the Company to MML II Limited (the "Borrower") in relation to the acquisition by the Borrower of certain share capital of Montagu Management Limited

ANNEXURE 1

The directors of the Company are

Sylvain Berger Duquene of 47 Rue de Prony, 75017, Paris, France

Robert Burgess of 15 Gun Wharf, 124 Wapping High Street, London E1 2NJ

Thomas Eric Chaloner of Vintners Place, 68 Upper Thames Street, London EC4V 3PE

Cathy Clifford of 25 Quicks Road, Wimbledon, London SW19 1EZ

Mark Patrick Dunfoy of 11 Heathview Gardens, London SW15 3SZ

Christopher Jason Gatenby of 18 Saint James Lane, Winchester, Hampshire SO22 4NX

Nico Helling of Meerhofstr 9, Meerbusch (Struemp), 40670, Germany

Graham Hislop of 9 Monro Place, Clarendon Park, Epsom, Surrey KT19 7LD

Nicholas Alister Jamieson of 145 Gladstone Road, Wimbledon, London SW19 1QS

Peter Kroha of Achenbachstr. 107 D-40237, Dusseldorf, Germany

 ~~Matthew William Lyons of 60 Halliford Street, London N1 3EQ~~

Christopher Mary Masterson of Side Ley, Cavendish Road, St Georges Hill, Weybridge KT13 0JY

Vincent Gerald O'Brien of 8 Vineyard Hill, Wimbledon, London SW19 7JH

Simon Felix Pooler of Cherry Tree House, Davey Lane, Alderley Edge, Cheshire SK9 7NZ

Simon James Edward Roddis of The Old Farmhouse, 36 High Street, Easton On The Hill, Stamford, Lincolnshire PE9 3LN

Alexander Gabriel Shinder of 14 Nassington Road, London NW3 2UD

Wiet Austin Stokhuyzen of 51 Hazlewell Road, London SW15 6UT

ANNEXURE 2

The number and classes of shares acquired are

10,329 A Ordinary shares of £1 00 each

16,625 B Ordinary shares of £1 00 each

ANNEXURE 3

The financial assistance will take the form of

- 1 the execution and delivery by the Company of a revolving credit facility agreement (the "**Inter-Company Loan Agreement**") with the Borrower, and the making by the Company of advances to the Borrower from time to time pursuant to the Inter-Company Loan Agreement, as further described in Annexure 4,
- 2 the execution and delivery by the Company of a facility agreement (the "**Facility Agreement**") to be entered into between the Borrower as borrower, the Company (amongst others) as guarantors and The Governor and Company of the Bank of Scotland ("**BoS**"), and
- 3 the execution and delivery by the Company of an intercreditor agreement (the "**Intercreditor Agreement**") to be entered into between the Borrower, the Company, other subsidiaries of the Borrower, the Creditors and the Investors (each as defined therein)

ANNEXURE 4

The principal terms on which the financial assistance will be given are -

1 The Inter-Company Loan Agreement

Under the terms of the Inter-Company Loan Agreement -

- 1 1 the Company agrees to make available to the Borrower a revolving credit facility (the "**Facility**") under which the Company will from time to time upon request by the Borrower make advances to the Borrower in a maximum aggregate amount not exceeding £90,000,000 outstanding at any time for the purpose of, inter alia, enabling the Borrower to discharge its obligations under the Facility Agreement
- 1 2 the Facility is unsecured and will accrue interest at such rate as shall be agreed between the Company and the Borrower
- 1 3 the Facility shall terminate on the date upon which the Company notifies the Borrower that the Facility is terminated with immediate effect which shall not be earlier than the date falling 14 days after the date of the Facility Agreement (the "**Termination Date**")
- 1 4 advances shall be repaid at such time as the Borrower and the Company shall agree, together with all interest accrued thereon The Borrower may at any time prepay an advance in whole or in part
- 1 5 unless already repaid, the Borrower shall repay all advances on the Termination Date together with all interest accrued thereon

2 The Facility Agreement

Under the terms of the Facility Agreement -

- 2 1 the Company irrevocably and unconditionally jointly and severally

- 2 1 1 guarantees to BoS punctual performance by each other Obligor (as defined therein) of all that Obligor's obligations under the BoS Documents (as defined therein),
- 2 1 2 undertakes with BoS that whenever another Obligor does not pay any amount when due under or in connection with any BoS Document, the Company shall immediately on demand pay that amount as if it were the principal obligor, and
- 2 1 3 indemnifies BoS immediately on demand against any cost, loss or liability suffered by BoS for any reason if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal (whether or not such cost, loss or liability arises as a direct or indirect result of such unenforceability, invalidity or illegality) The amount of the cost, loss or liability shall be equal to the amount which BoS would otherwise have been entitled to recover
- 2 2 the guarantee provided by the Company under the Facility Agreement is a continuing guarantee and will extend to the ultimate balance of sums payable by any Obligor under the BoS Documents, regardless of any intermediate payment or discharge in whole or in part
- 3* **The Intercreditor Agreement**

Under the terms of the Intercreditor Agreement the Company, inter alia, acknowledges and agrees the agreement between certain creditors of and investors in the Borrower as to the ranking and priority of their respective claims against the Borrower in accordance with the terms set out therein

ANNEXURE 5

Advances of cash from time to time under the Inter-Company Loan Agreement (as defined in Annexure 3) but so that the aggregate amount of such advances outstanding at any time shall not exceed £90,000,000



Declaration in relation to assistance for the acquisition of shares

155(6)a

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

Company number

— — — — —

02781154

Name of company

· MONTAGU PRIVATE EQUITY LIMITED

XWe See Annexure 1

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

~~XXXXXX~~ (all the directors) † of the above company do solemnly and sincerely declare that
The business of the company is

```

XXXXXXXXXX000000000000000000000000XXXXXX0000000000000000XXXXXX0000000000000000XXXXX$
XXXXXXXXXX000000000000000000000000XXXXXX0000000000000000XXXXXX0000000000000000XXXXX$
XXXXXXXXXX000000000000000000000000XXXXXX0000000000000000XXXXXX0000000000000000XXXXX$

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(c) something other than the above §

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Limited† †

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

Post room

Page 1

3239969

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Street, London EC4V 3PE

Please do not
write in this
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lettering

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See Annexure 3

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† delete as
appropriate

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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

delete either (a) or
(b) as appropriate

(b) XX
XX
XX (note 3)

Declared at 26 Wargate Street, Morpeth, Northumberland, NE61 1AA De

Declarants to sign below

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~~

CARR & Co
Solicitors
26 Newgate Street
Morpeth
Northumberland
NE61 1BA

- 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
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Crown Way
Ca diff
CF14 3UZ

or for companies registered in Scotland -

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Edinburgh
EH1 2EB

Annexures to the Statutory Declaration made by all the Directors of Montagu Private Equity Limited (the "Company") in respect of financial assistance to be given by the Company to MML II Limited (the "Borrower") in relation to the acquisition by the Borrower of certain share capital of Montagu Management Limited

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Thomas Eric Chaloner of Vintners Place, 68 Upper Thames Street, London EC4V 3PE

Cathy Clifford of 25 Quicks Road, Wimbledon, London SW19 1EZ

Mark Patrick Dunfoy of 11 Heathview Gardens, London SW15 3SZ

Christopher Jason Gatenby of 18 Saint James Lane, Winchester, Hampshire SO22 4NX

Nico Helling of Meerhofstr 9, Meerbusch (Struemp), 40670, Germany

Graham Hislop of 9 Monro Place, Clarendon Park, Epsom, Surrey KT19 7LD

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Peter Kroha of Achenbachstr 107 D-40237, Dusseldorf, Germany

Maes ~~Matthew William Lyons of 60 Halford Street, London N1 3EQ~~

Christopher Mary Masterson of Side Ley, Cavendish Road, St Georges Hill, Weybridge KT13 0JY

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Simon James Edward Roddis of The Old Farmhouse, 36 High Street, Easton On The Hill, Stamford, Lincolnshire PE9 3LN

Alexander Gabriel Shinder of 14 Nassington Road, London NW3 2UD

Wiet Austin Stokhuyzen of 51 Hazlewell Road, London SW15 6UT

ANNEXURE 2

The number and classes of shares acquired are

10,329 A Ordinary shares of £1 00 each

16,625 B Ordinary shares of £1 00 each

ANNEXURE 3

The financial assistance will take the form of

- 1 the execution and delivery by the Company of a revolving credit facility agreement (the "**Inter-Company Loan Agreement**") with the Borrower, and the making by the Company of advances to the Borrower from time to time pursuant to the Inter-Company Loan Agreement, as further described in Annexure 4,
- 2 the execution and delivery by the Company of a facility agreement (the "**Facility Agreement**") to be entered into between the Borrower as borrower, the Company (amongst others) as guarantors and The Governor and Company of the Bank of Scotland ("**BoS**"), and
- 3 the execution and delivery by the Company of an intercreditor agreement (the "**Intercreditor Agreement**") to be entered into between the Borrower, the Company, other subsidiaries of the Borrower, the Creditors and the Investors (each as defined therein)

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The principal terms on which the financial assistance will be given are -

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- 1 2 the Facility is unsecured and will accrue interest at such rate as shall be agreed between the Company and the Borrower
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2 The Facility Agreement

Under the terms of the Facility Agreement -

- 2 1 the Company irrevocably and unconditionally jointly and severally

- 2.1.1 guarantees to BoS punctual performance by each other Obligor (as defined therein) of all that Obligor's obligations under the BoS Documents (as defined therein),
- 2.1.2 undertakes with BoS that whenever another Obligor does not pay any amount when due under or in connection with any BoS Document, the Company shall immediately on demand pay that amount as if it were the principal obligor, and
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3. **The Intercreditor Agreement**
- Under the terms of the Intercreditor Agreement the Company, inter alia, acknowledges and agrees the agreement between certain creditors of and investors in the Borrower as to the ranking and priority of their respective claims against the Borrower in accordance with the terms set out therein

ANNEXURE 5

Advances of cash from time to time under the Inter-Company Loan Agreement (as defined in Annexure 3) but so that the aggregate amount of such advances outstanding at any time shall not exceed £90,000,000



Declaration in relation to assistance for the acquisition of shares

155(6)a

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

**To the Registrar of Companies
(Address overleaf - Note 5)**

For official use

Company number

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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02781154

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Please read the notes
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* insert full name
of company

~~X~~We see Annexure 1

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† delete as appropriate

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is inappropriate

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Limited) †

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Presenter's name address and
reference (if any)
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For official Use
General Section

Post room

Page 1

138 Chancery Lane
(R of FDR/594610/3239969)

3239969

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

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See Annexure 3

The person who [has acquired] ~~10000000~~ † the shares is

† delete as appropriate

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28-3-07

28-3-07

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KPMG Audit Plc
Private Equity
1-2 Dorset Rise
London EC4Y 8EN
United Kingdom

Tel +44 (0) 20 7311 1000
Fax +44 (0) 20 7311 1643
DX 38050 Blackfriars
anthony.cecil@kpmg.co.uk
Mobile 07710878992

The Directors
Montagu Private Equity Limited
Vintners Place
68 Upper Thames Street
London
EC4V 3PE

Our ref ac/wc

Contact Anthony Cecil
020 7694 3269

28 March 2007

Dear Sirs

Auditors' report to the directors of Montagu Private Equity Limited pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors dated 28 March 2007 in connection with the proposal that the company should give financial assistance for the purpose of reducing or discharging the liability incurred for the purchase of 10,329 'A' ordinary shares of £1 each and 16,625 'B' shares of £1 each in the share capital of the company's ultimate holding company, Montagu Management Limited

This report is made solely to the company's directors as a body in accordance with section 156(4) of the Companies Act 1985. Our work has been undertaken so that we as the company's auditors might state to the company's directors those matters we are required to state to them in a report under section 156(4) of that 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 company and the company's directors as a body for our work under section 156(4) of that Act or for this report.

We have enquired into the state of the company's affairs in order to review the bases for the statutory declaration.

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.

Yours faithfully

KPMG Audit Plc

KPMG Audit Plc