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COMPANIES FORM No. 155(6)(a)

Declaration in relation to assistance for the acquisition of shares

155(6)a

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

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02814433

Name of company

* BOSS PROPERTY LIMITED

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

* insert full name
of company

I/~~We~~ DANIEL LAFAYEEDNEY OF 13 NAVIGATION WAY, CANAL WALK, OXFORD OX2 6XW

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

† 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]~~ _____

~~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 2 ORDINARY SHARES OF £1 EACH
AND 2 PREFERRED ORDINARY SHARES OF £1 EACH

Presenter's name address and
reference (if any)

MCCARTHY TETRAULT
5 OLD BAILEY
LONDON EC4M 7BA

For official Use (02/06)
General Section

WEDNESDAY



A2BRPOTK

A39

18/04/2007

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COMPANIES HOUSE

The assistance is to be given to (note 2) SASSAFRAS LIMITED (A COMPANY INCORPORATED UNDER
THE COMPANIES (JERSEY) LAW 1991 WITH REGISTERED NUMBER 89344) AND HAVING ITS
REGISTERED OFFICE AT 8-10 DEVONSHIRE PLACE, ST HELIER, JERSEY JE2 3RD

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

PARTICULARS OF THE FORM OF ASSISTANCE PROVIDED ARE SET OUT IN ATTACHMENT 1

The person who ~~has acquired~~ [will acquire][†] the share is

[†] delete as
appropriate

SASSAFRAS LIMITED (REGISTERED NUMBER 89344) AND HAVING ITS REGISTERED OFFICE
AT 8-10 DEVONSHIRE PLACE, ST HELIER, JERSEY JE2 3RD

The principal terms on which the assistance will be given are

PARTICULARS OF THE PRINCIPAL TERMS ON WHICH THE ASSISTANCE WILL BE GIVEN ARE SET
OUT IN ATTACHMENT 2

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 WITHIN 8 WEEKS OF TODAY'S DATE

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

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)

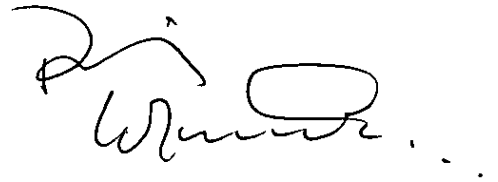
(b) [~~It is intended to commence the winding up of the company within 12 months of that date, and I/we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding up.]~~* (note 3)

And 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

Mccarthy Tétrault

Declared at 2nd Floor
5 Old Bailey
London EC4M 7BA

Declarants to sign below



on

Day	Month	Year
11	04	2007

before me Devang Desai
~~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

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

Form 155(6)a

BOSS PROPERTY LIMITED

(COMPANY NUMBER 02814433)

Attachment 1 to Form 155(6)a

- 1 Sassafras Limited (a company incorporated under the Companies (Jersey) Law 1991 with registered number 89344) (the **"Borrower"**) will enter into (i) a loan agreement with The Royal Bank of Scotland Plc (**"RBS"**) dated on or about the date of this statutory declaration pursuant to which RBS will make available a term loan in an aggregate amount equal to £16,041,000 (the **"RBS Loan"**) and (ii) a loan agreement with The Governor and Company of the Bank of Ireland (**"BOI"**) dated on or about the date of this statutory declaration pursuant to which BOI will make available a term loan in an aggregate amount equal to £30,000,000 (the **"BOI Loan"**) (The RBS Loan and the BOI Loan collectively referred to as the **"Loans"**)
- 2 The Borrower will acquire, on or about the date of this statutory declaration, the entire issued share capital of the Company (the **"Acquisition"**) The Loans shall be used by the Borrower to finance the purchase price payable to the vendors of the entire issued share capital of the Company
- 3 Financial assistance will be provided by the Company to the Borrower in connection with the Acquisition. Such financial assistance will be given by the Company entering into and incurring the following obligations under the following documents (to be dated on or about the date hereof)
 - (a) an inter creditor agreement (the **"Inter Creditor Agreement"**) pursuant to which the Company will provide a guarantee and indemnity in favour of the Finance Parties (as defined in the Inter Creditor Agreement) for the obligations of the Borrower under the Finance Documents (as defined in the Inter Creditor Agreement)
 - (b) a debenture (the **"Debenture"**) and legal charge (the **"Legal Charge"**) in favour of RBS, as security trustee (the **"Security Trustee"**) for the Lenders (as defined in the Inter Creditor Agreement) and the Finance Parties respectively in accordance with the Inter Creditor Agreement, creating, inter alia, a legal mortgage over the Property (as defined in the Legal Charge) and fixed and floating charges over all of its assets and undertaking present and future by way of security for all present and future obligations and liabilities of the Company to the Lenders under the Finance Documents including all obligations to indemnify the Finance Parties

BOSS PROPERTY LIMITED
(COMPANY NUMBER 02814433)

Attachment 2 to Form 155(6)a

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

- 1 By executing the Inter Creditor Agreement, the Company will, inter alia, for the benefit of the Finance Parties hereby irrevocably and unconditionally jointly and severally, as primary obligor and not merely as guarantor, -
 - (a) guarantee the due and punctual payment of all moneys and performance of all other obligations expressed to be payable or performed by the Borrower under the Finance Documents,
 - (b) indemnify each of the Finance Parties and to keep each Finance Party indemnified against any loss of whatever kind (including all costs and expenses) resulting from the failure by the Borrower to make any repayment or payment expressed to be due under the Finance Documents or to perform any other obligation thereunder and to pay the amount of such loss whether or not any Finance Party or any other person has attempted to enforce any rights against the Borrower, and
 - (c) agree that its guarantee and indemnity obligations will not be affected by (amongst other things) any act, circumstance, omission, matter or thing which would otherwise reduce, release or prejudice any of such obligations or prejudice or diminish such obligations
- 2 By executing the Debenture, the Company will, inter alia
 - (a) undertake to the Security Trustee for itself and as trustee for the Lenders (as defined in the Inter Creditor Agreement) that it will pay or discharge to the Security Trustee the Secured Liabilities (as defined in the Debenture) on demand in writing when the Secured Liabilities (as defined in the Debenture) become due for payment or discharge (whether by acceleration or otherwise),
 - (b) as beneficial owner with full title guarantee charge in favour of the Security Trustee all of its assets and undertakings by way of fixed and/or floating charges and/or assignment by way of security for the payment, discharge and performance of all the Secured Liabilities,
 - (c) permit the Security Trustee to hold all sums which are now or which may at anytime hereafter be at the credit of any account or accounts in the name of the Company with the Security Trustee as security for the Secured Liabilities (as defined in the Debenture) and to apply without notice to the Company any such sums in and towards the discharge of the Secured Liabilities,

- (d) undertake, at its own expense, to execute and do all such assurance, acts and things as the Security Trustee may require for perfecting or protecting the security intended to be created by the Debenture over the assets secured thereby,
- (e) agree that the Security Trustee shall be entitled to hold all sums which are now or which may at any time hereafter be at the credit of any account or accounts in the name of the Company with the Security Trustee as security for the Secured Liabilities and to apply without notice to the Company any such sums in and towards discharge of the Secured Liabilities. The Security Trustee shall not be obliged to exercise its rights under Clause 7 of the Debenture, which shall be without prejudice and in addition to any right of set-off, compensation, combination of accounts, lien or other right to which it is at any time otherwise entitled (whether by operation of law, contract or otherwise), and
- (f) agree to pay the whole of the expenses of completing and enforcing the security granted by the Debenture and expenses of any discharge thereof together with all costs and expenses incurred and all payments made by the Security Trustee or any Receiver under the Debenture in the lawful exercise of the powers conferred by the Debenture.

3 By executing the Legal Charge, the Company will, inter alia

- (a) undertake to the Security Trustee for itself and as trustee for the Finance Parties that it will pay or discharge to the Security Trustee the Secured Liabilities (as defined in the Legal Charge) on demand in writing when the Secured Liabilities (as defined in the Legal Charge) become due for payment or discharge (whether by acceleration or otherwise), and
- (b) as beneficial owner with full title guarantee charge as security for the Secured Liabilities
 - (i) by way of legal mortgage the Property (as defined in the Legal Charge),
 - (ii) by way of fixed charge all buildings and other structures on, and items fixed to, the Property,
 - (iii) by way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property,
 - (iv) by way of fixed charge all plant, machinery and other items affixed to and forming part of the Property on or at any time after the date of the Legal Charge;
 - (v) by way of assignment the Rental Sums (as defined in the Legal Charge) together with the benefit of all rights and remedies of the Company relating to them to hold to the Security Trustee absolutely subject to redemption upon repayment of the Secured Liabilities (as defined in the Legal Charge),

- (vi) by way of fixed charge the Property Insurance Proceeds (as defined in the Legal Charge), and
 - (vii) by way of floating charge all unattached plant, machinery, chattels and goods now or at any time after the date of the Legal Charge on or in or used in connection with the Property or the business or undertaking conducted at the Property
- (c) agree to pay any of the Expenses (as defined in the Legal Charge) immediately upon the Security Trustee requiring it to do so

**REPORT OF THE INDEPENDENT AUDITOR TO THE DIRECTOR OF
BOSS PROPERTY LIMITED PURSUANT TO SECTION 156(4) OF THE
COMPANIES ACT 1985**

We report on the attached statutory declaration of the director dated 11 April 2007, prepared pursuant to the Companies Act 1985, in connection with the proposal that the company should give financial assistance for the purchase of 2 ordinary shares of £1 each and 2 preferred ordinary shares of £1 each

Base 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 director in his statutory declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances



Shea & Co
Registered Auditors

105 Stanstead Road
Forest Hill
London
SE23 1HH

Date 11 April 2007