

CHFP025

**155(6)b**

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The assistance is for the purpose of ~~that acquisition~~ [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: 5,143,400 A Ordinary Shares,  
4,829,600 B Ordinary Shares and 1,500,000 Preference Shares in C211

The assistance is to be given to: (note 2) Clinphone Holdings Limited (company number  
05204138) (the "Purchaser")

The assistance will take the form of:

See Appendix 1

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

† delete as appropriate

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

See Appendix 2

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

The amount of cash to be transferred to the person assisted is £ See Appendix 3

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

Please do not  
write in this  
margin

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

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

☒ 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)

(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)

\* delete either (a) or  
(b) as appropriate

(b) ~~XXXXXX We have formed the opinion that this company will be able to pay its debts in full within 12 months of the commencement of the winding up]\* (note 3)~~

And ☒ 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

44 Castle Gate  
Nottingham

Declarants to sign below

on 

Day	Month	Year
2	0	0
7	2	0
	0	5

before me J Davey (JANEY DAVEY)

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



CLINPHONE GROUP LIMITED

FINANCIAL ASSISTANCE BY CASTLEGATE 284 LIMITED

APPENDICES TO FORM 155(6)b

APPENDIX 1

All capitalised items in this Appendix 1 shall have the meanings given to them in Appendix 3

Form of Assistance

The assistance will take the form of (i) the continued performance by the Subsidiary of the Bank Debenture and (ii) the execution, delivery and performance of its obligations thereunder by the Subsidiary of the following documentation to which it is to become party (as the same may be amended, varied, supplemented or substituted from time to time) and the Subsidiary complying with and fulfilling its obligations thereunder:

- 1 the Bank Composite Guarantee;
- 2 the Bank Support Agreement;
- 3 the Subordination Deed; and
- 4 the Working Capital Letter.

CLINPHONE GROUP LIMITED

FINANCIAL ASSISTANCE BY CASTLEGATE 284 LIMITED

APPENDICES TO FORM 155(6)b

APPENDIX 2

All capitalised items in this Appendix 2 shall have the meanings given to them in Appendix 3.

Terms on which Assistance Given

The principal terms on which the assistance is to be given are as follows:

**1 Bank Composite Guarantee**

Pursuant to the terms of the Bank Composite Guarantee the Subsidiary:

- (i) undertakes to discharge its own liabilities and obligations from time to time to the Bank and guarantees to the Bank as principal obligor and not merely as surety the prompt performance by each relevant Obligor of all the liabilities and obligations from time to time of all the other Obligors (as the case may be) including under or as contemplated by the Finance Documents together with the payment of all sums payable under or in connection with the Finance Documents as and when the same shall become due (including sums due in connection with discharging liabilities incurred in connection with the Acquisition);
- (ii) undertakes that it will on demand pay to the Bank the whole and any part of such sum, together with interest payable thereon; and
- (iii) gives an indemnity to the Bank against any loss or liability suffered by it under the Finance Documents as a result of any obligation guaranteed by it becoming or being unenforceable, invalid or illegal.

**2 Bank Debenture**

Pursuant to the Bank Debenture the Subsidiary has as primary obligor and not merely as surety, covenanted with the Bank that it would pay or discharge all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each relevant Obligor under the Finance Documents in each case together with all costs charges and expenses (including for the avoidance of doubt sums due in connection with the discharge of liabilities incurred in connection with the acquisition) and as beneficial owner has granted fixed and floating charges in favour of the Bank over the whole of its property, assets and undertaking to secure all liabilities and obligations from time to time of the Subsidiary to the Bank including under the Bank Composite Guarantee.



**3 Bank Support Agreement**

Pursuant to the Bank Support Agreement the Subsidiary agrees to provide facilities to the other Obligors to assist them to discharge all their liabilities and obligations from time to time to the Bank including under the Finance Documents.

**4 Subordination Deed**

Pursuant to the Subordination Deed the Bank, the Investors, (inter alia) the Subsidiary and other Group Companies regulate their respective rights in relation to the funding and security documents referred to in that deed to which the Subsidiary is to be a party.

**5 Working Capital Letter**

Pursuant to the Working Capital Letter the Subsidiary authorises the Bank at any time in its sole discretion to apply monies standing to the credit of any of the Subsidiary's accounts with the Bank in and towards satisfaction of any indebtedness to the Bank in respect of the Finance Documents.

In executing, delivering and performing the documents referred to above, the Subsidiary is entering into obligations, assuming liabilities, waiving rights and giving security in connection with the refinancing of the Acquisition and may in the future be called upon pursuant to any of the documents referred to in this statutory declaration to discharge obligations and/or liabilities, to waive rights and to give effect to security arising in connection with the discharge of liabilities incurred for the purpose of the Acquisition.

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CLINPHONE GROUP LIMITED

FINANCIAL ASSISTANCE BY CASTLEGATE 284 LIMITED

APPENDICES TO FORM 155(6)b

APPENDIX 3

**Amount of Cash Transferred**

*The amount of any advances made from time to time by the Subsidiary under the terms of the Bank Support Agreement up to a maximum amount of £40,000,000.*

**CLINPHONE GROUP LIMITED**

**FINANCIAL ASSISTANCE BY CASTLEGATE 284 LIMITED**

**APPENDICES TO FORM 155(6)b**

**APPENDIX 4**

In this Form 155(6)b, and all its appendices, the following items shall have the following meanings:-

"Acquisition" means the acquisition of the whole of the issued share capital of the Parent by the Purchaser on 15 December 2004;

"Ancillary Facilities Letter" means an ancillary facilities agreement to be made between the Bank (1) and the Company (2) for the provision of a £4,047,700 forward exchange contracts and currency options facility, a £200,000 foreign cheques for negotiation facility and a US\$1,100,000 standby letters of credit facility to the Company by the Bank;

"Bank" means HSBC Bank plc acting through its branch at 31 Granby Street, Leicester, LE1 6EP;

"Bank Composite Guarantee" means the unlimited inter company composite guarantee to be executed by each of the Purchaser, the Company, the Subsidiary and the Parent in favour of the Bank;

"Bank Debenture" means the debenture executed by the Subsidiary in favour of the Bank on 28 January 2004;

"Bank Support Agreement" means the intra group funding agreement to be entered into by each of the Purchaser, the Parent, the Company and the Subsidiary;

"Facility Agreements" means the Loan Agreement, the Working Capital Letter and the Ancillary Facilities Letter;

"Finance Documents" means the Facilities Agreements, the Bank Debenture and the Bank Composite Guarantee;

"Group" means at any time the Purchaser, the Parent, the Company and the Subsidiary and "Group Company" means any of them and "Group Companies" shall be construed accordingly;

"Investors" has the same meaning given thereto in the Subordination Deed;

"Loan Agreement" means the agreement for the Loan Facility to be made between the Bank (1) and the Purchaser (2);

"Loan Facility" means the £7,000,000 term loan facility and the £5,000,000 revolving credit facility to be made available to the Purchaser by the Bank;

"Obligor" has the meaning given thereto in the Bank Composite Guarantee;

"Parent" means Castlegate 211 Limited (company number 04292514);





"Purchaser" means Clinphone Holdings Limited (company number 05204138);

"Subordination Deed" means the subordination deed to be entered into by the Bank (1) the Investors (2), each member of the Group (3);

"Subsidiary" means Castlegate 284 Limited (company number 04927157);

"Working Capital Facility" means the working capital facility of up to £2,000,000 to the Group to finance their working capital requirements; and

"Working Capital Letter" means a working capital facility letter to be made between the Bank (1) and each member of the Group (2);



Accountants &  
business advisers

**AUDITORS' REPORT TO THE DIRECTORS OF CLINPHONE GROUP LIMITED PURSUANT TO  
SECTION 156(4) OF THE COMPANIES ACT 1985**

We have examined the attached statutory declaration of the directors of Clinphone Group Limited ("the Company") dated *20 July 2005* in connection with the proposal that the Company's subsidiary, Castlegate 284 Limited, should give financial assistance for the purpose of reducing or discharging a liability incurred in connection with the purchase of 5,143,400 'A' ordinary shares of 1 pence each, 4,829,600 'B' ordinary shares of 1 pence each and 1,500,000 preference shares of £1 each in the company's holding company, Castlegate 211 Limited.

**Basis of opinion**

We have enquired into the state of the Company's affairs so far as necessary for us 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 declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

**PKF (UK) LLP**  
Registered Auditors

Nottingham

Date: *20 July 2005*