

9526754

The assistance is for the purpose of ~~£250,000~~ [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) of Low Lane, Horsforth,
Leeds LS18 4ER

The assistance will take the form of

See Annexure 3

The person who [has acquired] ~~£250,000~~ † the shares is
Danoptra Limited (No 4395815)

† 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

FORM 155(6)B

LEISURE CONNECTION (HOLDINGS) LIMITED
Company Number 03865691

Annexure 1 to Form 155(6)b

The names and addresses of the directors of the Company are

Graham Farrant
4 Baud Close
Hadham Hall
Little Hadham
Hertfordshire
SG11 2BB

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 Danoptra Limited were

220,547,031 Ordinary shares of 10p each,
2,599,011 Preference shares of 7p each, and
37,054,124 Preference shares of 8 25p each

Annexure 3 to Form 155(6)b

On 22 May 2002 Danoptra Limited ("**Danoptra**") acquired 220,547,031 ordinary shares of 10p each, 2,599,011 preference shares of 7p each and 37,054,124 preference shares of 8 25p each in the issued share capital of Kunick Limited ("**Kunick**") (the "**Acquisition**")

In order to fund the Acquisition, 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 (among other things) the amendment and restatement of the Senior Facilities Agreement (the "**Restructuring**") pursuant to an amendment 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) (the "**Amendment Agreement**").

Prior to the completion of the Restructuring certain Guarantors (as defined in the Amendment Agreement) intend to waive receivables due to them from certain other subsidiaries of Danoptra and enter into intra-group loan agreements in order to improve the net asset position of certain Guarantors (as defined in the Amendment 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 a deed of waiver (the "**Deed of Waiver**") in relation to the Subsidiary waiving its entitlement to the repayment of the Receivable (as defined therein) owed to it by Relaxion FM Limited ("**Relaxion**") and any other financial assistance contemplated by the Deed of Waiver, 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 Deed of Waiver which would constitute financial assistance

Annexure 4 to Form 155(6)b

The principal terms on which the assistance will be given under the terms of the Deed of Waiver (as defined in Annexure 3) are that the Subsidiary irrevocably and unconditionally waives its entitlement to repayment of the Receivable (as defined therein) from Relaxion (as defined in Annexure 3) and confirms that any action, claim or demand or potential action, claim or demand which the Subsidiary may have against Relaxion (howsoever arising) in respect of or in relation to the Receivable (as defined therein) is thereby irrevocably waived and released

Annexure 5 to Form 155(6)b

Cash to be transferred at the time of giving the financial assistance 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) ~~X~~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)

[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

Ashurst LLP
Broadwalk House
5 Appold Street
London EC2A 2HA

on

Day	Month	Year
19	08	2008

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

Declarants to sign below

I have
2.

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**

Deloitte

REPORT OF THE INDEPENDENT AUDITOR TO THE DIRECTORS OF LEISURE CONNECTION 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 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 Kunick Limited.

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*