

## Declaration in relation to assistance for the acquisition of shares

**155(6)a**

Please do not  
write in this  
margin

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

For official use

1	2	3	4	5	6
1	1	1	1	1	1
1	1	1	1	1	1

3872177

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

Name of company

\* 50 GROSVENOR STREET LIMITED

\* insert full name  
of company

**XWe 0 AIDAN BROOKS and JOSEPH BROOKS both of HOWLEYS QUAY, LIMERICK, REPUBLIC OF IRELAND**

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

† delete as appropriate

~~XXXXXXXXXXXXXX~~ [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

Is that on a document that is a licensed institution within the meaning of the Banking Act 1973?

[illegible]

~~insurance business, the United States~~

(c) something other than the above§

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

[company] ~~XXXXXXXXXXXXXXXXXXXX~~

The assistance is for the purpose of [that acquisition] ~~reducing or discharging a liability incurred for the~~

The number and class of the shares acquired or to be acquired is: 100 ORDINARY SHARES OF  
£1 EACH

Presentor's name address and  
reference (if any) :

Memery Crystal  
31 Southampton Row  
London  
WC1B 5HT

Ref: 188408

For official Use  
General Section

Post room



**A18 COMPANIES HOUSE**

0580  
07/12/01

The assistance is to be given to: (note 2) A BROOKS PROPERTIES LIMITED (registered in  
Ireland under company number 275906) the registered office of which is at 3 The Crescent, Limerick, Republic of  
Ireland

Please do not  
write in this  
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Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering

The assistance will take the form of:

PLEASE SEE SCHEDULE 1 ATTACHED

The person who [has acquired] ~~XXXXXXX~~ the shares is:

† delete as  
appropriate

A BROOKS PROPERTIES LIMITED (registered in Ireland under company number 275906) the registered  
office of which is at 3 The Crescent, Limerick, Republic of Ireland.

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

PLEASE SEE SCHEDULE 2 ATTACHED.

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 one week 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

~~fi~~ 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)

~~fi~~ (a) 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)

~~fi~~ (b) ~~It is intended to commence the winding up of the company within 12 months of that date, and the~~  
~~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)~~ ~~fi~~

~~fi~~ 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 5 Park Square, Limerick

Declarants to sign below

Day Month Year  
on 28 11 2001

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~~ Commissioner for life

## NOTES

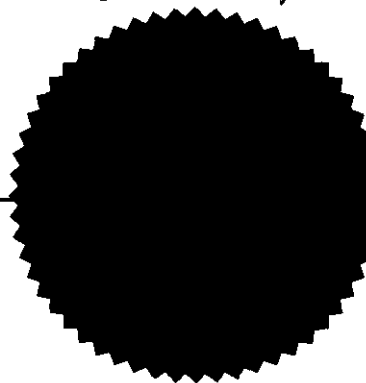
- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should 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  
37 Castle Terrace  
Edinburgh  
EH1 2EB

Adrian Brooks  
Joe Brooks



## **Financial Assistance Declaration**

This is the document referred to as Schedule 1 in the Statutory Declaration dated November 2001

### **Schedule 1**

#### **Form of Financial Assistance**

The entry by 50 Grosvenor Street Limited into a debenture (as amended from time to time) ("**Debenture**"), a fixed legal charge (as amended from time to time) ("**Charge**") and a guarantee (as amended from time to time) ("**Guarantee**") in favour of Anglo Irish Bank Corporation plc ("**the Bank**") to secure all of the obligations of A Brooks Properties Limited (a company incorporated in the Republic of Ireland) ("**ABP**") and the Company, howsoever arising to the Bank.

### **Schedule 2**

#### **Principal terms in which the financial assistance will be given**

1.1 Under the terms of the Guarantee by way of continuing security:

1.1.1 the Company is required to pay to the Bank on demand the balance from time to time unpaid of all monies due or to become due to the Bank by ABP and to discharge on demand all liabilities owing or to become owing to the Bank by ABP however arising; and,

1.1.2 the Company is required to indemnify the Bank against all loss or damage which it may sustain by reason of making loans or granting credit or other services or facilities to ABP and against all legal and other expenses incurred by the Bank in enforcing or attempting to enforce its rights against ABP.

1.2 Under the terms of the Debenture:

1.2.1 the Company undertakes to pay the Bank on demand the balance from time to time unpaid of all monies due or to become due to the Bank by the Company and to discharge on demand all other indebtedness and/or liabilities owing or to become owing to the Bank by the Company however arising;

1.2.2 the Company undertakes to indemnify the Bank against all loss or damage which it may sustain by reason of the enforcement of any of its rights under the Debenture including but not

limited to the recovery of any sums payable by the Bank to an administrative receiver and any interest and charges related to any such indebtedness or liabilities.

1.2.3 as continuing security for the payment and discharge of all its obligations under the Debenture, the Company undertakes to charge to the Bank:

1.2.3.1 by way of first legal mortgage, all its interest in any freehold and/or any leasehold property held by the Company;

1.2.3.2 by way of fixed equitable charge any other equitable interest in any freehold and/or any leasehold property held by the Company;

1.2.3.3 by way of fixed charge all book debts and other debts from time to time owing to the Company and all credit balances of the Company with other bankers or other third parties;

1.2.3.4 by way of fixed charge all stocks, shares and other securities belonging to the Company and any amount from time to time owing to the Company from any subsidiary or associated company;

1.2.3.5 by way of fixed charge all goodwill, and intellectual property of the Company;

1.2.3.6 by way of floating charge, all the undertaking and all the other property and assets of the Company whatsoever both present and future;

1.3 Under the terms of the Charge as continuing security for the payment and discharge of all its obligations and liabilities howsoever arising from time to time to the Bank, the Company undertakes to charge to the Bank:

1.3.1.1 by way of first legal mortgage, all its interest in any freehold and/or any leasehold property in the property known as 50 Grosvenor ~~Square~~ *Street* London W1 ("the **Property**");

1.3.1.2 by way of assignment all rental income and the benefit of all rights of the Company in the Property and all rights of the Company in agreements relating to the Property or any agreement relating to the fixing, capping or hedging of the rate of interest payable by the Company in respect of any borrowing or indebtedness owed by it to the Bank.

- 1.3.1.3 by way of assignment all of the goodwill of the business of the Company and the benefit all licences and permits held by the business of the Company from time to time;
- 1.3.1.4 by way of fixed charge all funds standing to the credit of the Company with the bank;
- 1.3.1.5 by way of floating charge, all moveable plant machinery, implements, utensils, furniture and equipment placed on the Property from time to time;

Anglo Irish Bank plc

1 Mount Kennett Place  
Henry Street  
Limerick

Phone: 061 411000

Fax: 061 411001

E-Mail: odc@odcl.ie

50 Grosvenor Street Limited  
8 Baker Street  
London W1M 1DA

28<sup>th</sup> November 2001

Our Ref: 1/RM/CW

Dear Sirs

**Auditors report to the directors of 50 Grosvenor Street Limited pursuant to Section 156(4) of the Companies Act 1985**

We have examined the attached statutory declaration of the directors of 50 Grosvenor Street Limited ("the Company") dated 26<sup>th</sup> November 2001 in connection with the proposal that the Company should give financial assistance for the purchase of the whole of the issued share capital of the Company.

**Basis of opinion**

We have enquired into the state of the Company's affairs in order to review the basis 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 declarations as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully

  
**O'DONOVAN CAULFIELD LAVIN**

