

Declaration by the directors of a holding company in relation to assistance for the acquisition of shares

155(6)b

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Page 1

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

REGISTERED IN ENGLAND AND WALES UNDER COMPANY NUMBER 5340495 WHOSE
REGISTERED OFFICE IS SITUATED AT 10 UPPER BERKELEY STREET, LONDON W1H 7PE.

See section 1 of the attached Schedule

CGIS (NO.3) PROPERTIES LIMITED A COMPANY REGISTERED IN ENGLAND AND WALES UNDER NUMBER 5340495
WHOSE REGISTERED OFFICE IS SITUATED AT 10 UPPER BERKELEY STREET, LONDON W1H 7PE.

† delete as appropriate

See Section 2 of the attached Schedule

The value of any asset to be transferred to the person assisted is £ NIL 7058805Page 2

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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) ☐ [If 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 unable to pay its debts as they fall due during the year immediately following that date. (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 **DENTON WILDE SAPTE
1 FLEET PLACE
LONDON EC4M 7WS**

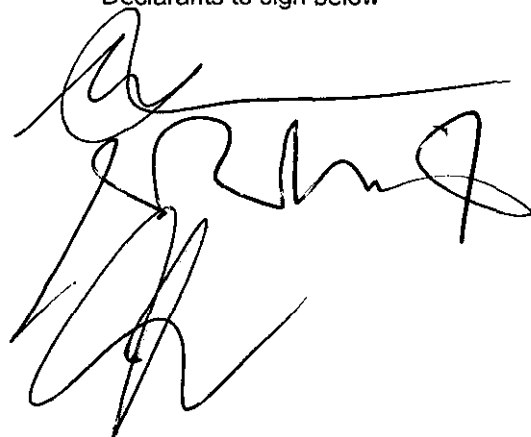
Declarants to sign below

Day Month Year
on

0	3	0	5	2	0	0	5
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before me **DAVID AMERS**

~~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

Schedule for Form 155(6)b

given by C.G.I.S. Littlehampton Limited regarding

Hawthorne Road Nominee (No. 2) Limited (the Company)

1 Form of Financial Assistance

The assistance will take the form of the execution, delivery and performance by the Company of its obligations:

- (a) under a debenture to be entered into between the Company and the Lender (the **Debenture**);
- (b) as a Guarantor under the Facility Agreement; and
- (c) under a manager's undertaking to be entered into between the Company, C.G.I.S. Littlehampton Limited, C.G.I.S. Hawthorne Road (No.1) Limited, Marcol Management Limited (the **Manager**) and the Lender (the **Manager's Undertaking**).

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

2.1 Under the terms of the Debenture:

2.1.1 The Company will covenant with the Lender that it will pay to the Lender and discharge all Secured Liabilities when the same shall be or become due in accordance with the terms of the Finance Documents.

2.1.2 As a continuing security for the payment of all Secured Liabilities the Company with full title guarantee:

- (a) charges to the Lender by way of legal mortgage all freehold or leasehold property owned by the Company at the date of this deed including the Property;
- (b) charges to the Lender by way of equitable mortgage its interest in any freehold or leasehold property acquired by the Company after the date of this deed;
- (c) charges to the Lender by way of fixed charge its interest in:
 - (i) all existing and future fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property;
 - (ii) any Investment;
 - (iii) its existing and future goodwill and uncalled capital;
 - (iv) all existing and future cash at bank including but not limited to the balance from time to time standing to the credit of any Rent Account;
 - (v) any Intellectual Property;
 - (vi) any money now or at any time after the date of this deed standing to the credit of any Designated Account; and
 - (vii) to the extent not otherwise subject to any fixed security in favour of the Lender:

- (aa) any existing and future proceeds of any insurance of any Charged Property; and
- (bb) any sum now or at any time after the date of this deed received by the Company as a result of any order of the court under sections 213, 214, 238, 239 or 244 of the Insolvency Act 1986;
- (viii) charges and assigns to the Lender by way of fixed security its interest in the Debts and the benefit of the Debts and any guarantee or security for the payment of any Debts provided that if any such guarantee or security is expressed to be non-assignable then the Debts charges to the Lender by way of fixed security its interest in and the benefit of it;
- (ix) assigns to the Lender by way of fixed charge its interest in and the benefit of the Development Contracts and of the agreements and other documents (if any) listed in schedule 2 and the benefit of any guarantee or security for the performance of any of the Development Contracts or such agreements or other documents provided that if any Development Contract, agreement, other document, guarantee or security is expressed to be non-assignable then the Company charges to the Lender by way of fixed charge its interest in and the benefit of it; and
- (x) charges to the Lender by way of fixed charge, all other existing and future property of the Company not charged or assigned by the previous paragraphs of this clause (other than the Company's stock in trade or work in progress).

2.2 Under the Facility Agreement:

- 2.2.1 The Company will agree to become a Guarantor in accordance with the terms of the Facility Agreement.
- 2.2.2 As a Guarantor, the Company irrevocably and unconditionally, jointly and severally:
 - (a) guarantees to the Lender the due observance and performance of all the terms, conditions and covenants on the part of the Obligor contained in any of the Finance Documents;
 - (b) agrees to pay from time to time on demand any and every sum of money which any other Obligor is at any time liable to pay to the Lender pursuant to any of the Finance Documents which has become due and payable but which has not been paid at the time such demand is made; and
 - (c) agrees as a primary obligation, to indemnify the Lender from time to time on demand from and against any loss incurred by the Lender as a result of any of the obligations of any other Obligor under or pursuant to any of such other Finance Documents being or becoming void, voidable, unenforceable or ineffective as against such other Obligor for any reason whatsoever, whether or not known to the Lender or any other person, the amount of such loss being the amount which the person or persons suffering it would otherwise have been entitled to recover from such other Obligor.
- 2.2.3 The obligations of the Company as a Guarantor shall be in addition to and independent of any other security which the Lender may at any time hold in respect of any other Obligor's obligations under the Finance Documents.
- 2.2.4 The obligations of the Company as a Guarantor are continuing obligations notwithstanding any settlement of account or other matter or thing whatsoever. Such obligations shall not be considered satisfied by any intermediate payment or satisfaction of all or any of the obligations of the other Obligor under the Finance Documents and shall continue in full force and effect until payment in full of all amounts due to the Lender under the Finance Documents.

2.3 Under the Manager's Undertaking:

- 2.3.1 The Company irrevocably undertakes to the Lender that for so long as the Manager shall continue to be appointed as managing agent in relation to the Managed Property the Company shall not direct the Manager to act in any way or provide instructions to the Manager that are inconsistent with the terms of the Finance Documents and in particular the Manager's Undertaking.
- 2.3.2 The Company request and authorise the Manager to enter into the Manager's Undertaking and in particular to deposit the rents from the Managed Property in the Rent Account in accordance with the terms of the Manager's Undertaking.

In this Schedule the following definitions apply:

Borrower means CGIS (No.3) Properties Limited, a company incorporated under the laws of England and Wales and registered at Companies House with company number 5340495.

Charged Property means all property mortgaged, charged or assigned by the Debenture.

Debts means all existing and future book and other debts and rights to money and income (including Rent as defined in the Facility Agreement) liquidated and unliquidated owing to the Company including the benefit of all negotiable instruments, securities, guarantees and indemnities for such debts and rights but not including cash at bank.

Designated Account means:

- (a) any account of the Company with the Lender; or
- (b) any account of the Company with any bank other than the Lender which has been notified of the interest of the Lender in such account and has agreed in writing not to permit withdrawals from such account except with the written consent of the Lender.

Development Contracts shall have the meaning given to such term in the Debenture.

Facility Agreement means the facility agreement to be entered into between the Borrower, the Lender and the Guarantors.

Finance Documents shall have the meaning given to such term in the Facility Agreement.

Guarantor means those subsidiaries of the Borrower set out in Part 1 of Schedule1 of the Facility Agreement.

Intellectual Property shall have the meaning given to such term in the Debenture.

Investment means any existing and future:

- (a) stock, share, bond or any form of loan capital of or in any legal entity;
- (b) unit in any unit trust or similar scheme;
- (c) warrant or other right to acquire any such investment,

and, to the extent not constituting a Debt, any income, offer, right or benefit in respect of any such investment.

Lender means Anglo Irish Bank Corporation plc.

Managed Property means the freehold land known as land on the south side of Courtwick Lane, Lyminster and registered at HM Land Registry under title number WSX185272.

Obligors means the Borrower, each Guarantor and, for the purposes of Clause 11 (*Events of Default*) of the Facility Agreement only, the Shareholder.

Nominees means the Company and Hawthorne Road Nominee (No.1) Limited.

Property means the properties set out in Schedule 1 of the Debenture.

Rent Account means any account opened by the Borrower as approved by the Lender into which Rent (as defined in the Facility Agreement) and related payments of Value Added Tax are or may be payable.

Secured Liabilities means all liabilities of the Company owed or expressed to be owed to any Lender under the Finance Documents whether or not originally owed to the Lender and whether owed jointly or severally, as principal or surety or in any other capacity except for any liability which, if it were so included would result in a contravention of Section 151 of the Companies Act 1985 or its equivalent in any jurisdiction.

Shareholder means any person who is from time to time a shareholder of the Borrower, being as at the date of the Facility Agreement, CGIS Group (No.3) Limited.

Value Added Tax means value added tax or any other tax substituted therefor or in respect of supplies, turnover or value added sales.

The Directors
C.G.I.S. Littlehampton Limited
10 Upper Berkeley Street
London
W1H 7PE

3 May 2005

Dear Sirs

Auditors' report to the directors of C.G.I.S. Littlehampton limited pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors of C.G.I.S. Littlehampton Limited (the "Company") dated 3 May 2005 in connection with the proposal that the Company's subsidiary undertaking, Hawthorne Road Nominee (No.2) Limited, should give financial assistance for the purchase of the ordinary shares of the Company, C.G.I.S. Littlehampton Limited. The assistance is for the purpose of that acquisition. This report, including the opinion, has been prepared for and only for the Company and the Company's directors in accordance with Section 156 of the Companies Act 1985 and for no other purpose. We do not, in giving the opinion set out below, accept or assume responsibility for any other purpose or to any other person to whom this report is shown or into whose hands it may come save where expressly agreed by our prior consent in writing.

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 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



PricewaterhouseCoopers LLP

Chartered Accountants and Registered Auditors