

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

# 155(6)a

**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

4464887

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

Name of company

\* MONTAGU HOLDINGS LIMITED

\* insert full name  
of company

XWe 0 See Annexure 1

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

† delete as appropriate

~~XXXXXXXXXXXX~~ [all the directors] † of the above company do solemnly and sincerely declare that

The business of the company is

§ delete whichever  
is inappropriate

[illegible]

~~XX~~

(c) something other than the above §

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

[company] XXXXXXXXXXXXXXXXXXXXXXXXXX

The assistance is for the purpose of [that acquisition] ~~XXXXXXXXXXXXXXXXXXXX~~

XXXXXXXXXXXXXXXXXXXXX.†

The number and class of the shares acquired or to be acquired is

See Annexure 2

Presenter's name address and  
reference (if any)  
Macfarlanes  
10 Norwich Street  
London  
EC4A 1BD

138 Chancery Lane  
(Ref EDR/594610/3240335)

For official Use  
General Section

WEDNESDAY



\*1 90090FW\*

LD2

04/04/2007

448

COMPANIES HOUSE

The assistance is to be given to (note 2) \_\_\_\_\_  
MONTAGU MANAGEMENT LIMITED (registered number 4600037) of Vintners Place, 68  
Upper Thames Street, London EC4V 3PE

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

See Annexure 3

The person who ~~XXXXXX~~ [will acquire] † the shares is

† delete as  
appropriate

MONTAGU MANAGEMENT LIMITED (registered number 4600037) of Vintners Place, 68  
Upper Thames Street, London EC4V 3PE

The principal terms on which the assistance will be given are

See Annexure 4

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 the date hereof



Annexures to the Statutory Declaration made by all the Directors of Montagu Holdings Limited (the "Company") in respect of financial assistance to be given by the Company to Montagu Management Limited in relation to the acquisition by Montagu Management Limited of certain share capital of the Company

#### ANNEXURE 1

The directors of the Company are

Sylvain Berger Duquene of 47 Rue de Prony, 75017, Paris, France

Thomas Eric Chaloner of Vintners Place, 68 Upper Thames Street, London EC4V 3PE


Mark Patrick Dunfoy of 11 Heathview Gardens, London SW15 3SZ

Christopher Jason Gatenby of 18 Saint James Lane, Winchester, Hampshire SO22 4NX

Nico Helling of Meerhofstr 9, Meerbusch (Struemp), 40670, Germany

Graham Hislop of 9 Monro Place, Clarendon Park, Epsom, Surrey KT19 7LD

Peter Kroha of Achenbachstr 107 D-40237, Dusseldorf, Germany

 ~~Matthew William Lyons of 60 Halliford Street, London N1 3EQ~~

Christopher Mary Masterson of Side Ley, Cavendish Road, St Georges Hill, Weybridge KT13 0JY

Vincent Gerald O'Brien of 8 Vineyard Hill, Wimbledon, London SW19 7JH

Simon Felix Pooler of Cherry Tree House, Davey Lane, Alderley Edge, Cheshire SK9 7NZ

Simon James Edward Roddis of The Old Farmhouse, 36 High Street, Easton On The Hill, Stamford, Lincolnshire PE9 3LN

Alexander Gabriel Shinder of 14 Nassington Road, London NW3 2UD

Wiet Austin Stokhuyzen of 51 Hazlewell Road, London SW15 6UT

#### ANNEXURE 2

The number and class of shares acquired are 65,832 B Ordinary shares of £1 00 each

#### ANNEXURE 3

The financial assistance will take the form of the execution and delivery by the Company of a composite guarantee to be entered into between the Company, Montagu Private Equity Limited, Montagu Management Limited and HSBC Bank plc ("HSBC") (the "HSBC Guarantee")

#### ANNEXURE 4

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

1                   **The HSBC Guarantee**

Under the terms of the HSBC Guarantee -

- 1 1                   the Company irrevocably and unconditionally jointly and severally
- 1 1 1               guarantees to HSBC punctual performance by MML II Limited (the "**Borrower**") and any Guarantor (as defined therein) of all the Borrower's or other Guarantor's obligations under a loan stock instrument dated on or about the date of the Statutory Declaration constituting £9,278,000 nominal amount of unsecured "B" loan stock 2016 (the "**B Loan Stock Instrument**") or the HSBC Guarantee,
- 1 1 2               undertakes with HSBC that whenever the Borrower or other Guarantor does not pay any amount when due under or in connection with the B Loan Stock Instrument or the HSBC Guarantee, the Company shall immediately on demand pay that amount as if it were the principal obligor, and
- 1 1 3               indemnifies HSBC immediately on demand against any cost, loss or liability suffered by HSBC for any reason if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal (whether or not such cost, loss or liability arises as a direct or indirect result of such unenforceability, invalidity or illegality) The amount of the cost, loss or liability shall be equal to the amount which HSBC would otherwise have been entitled to recover
- 1 2               the guarantee provided by the Company under the HSBC Guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by the Borrower or any Guarantor under the B Loan Stock Instrument or the HSBC Guarantee, regardless of any intermediate payment or discharge in whole or in part

**CHFP025**

Please do not  
write in this  
margin

**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**

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**To the Registrar of Companies  
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\* MONTAGU HOLDINGS LIMITED

XWe b See Annexure 1

† delete as appropriate

§ delete whichever  
is inappropriate

~~XXXXXXXXXX~~ [all the directors] † of the above company do solemnly and sincerely declare that  
The business of the company is

The business of the company is

[illegible]

(c) something other than the above §

The company is proposing to give financial assistance in connection with the acquisition of shares in the [company] ~~XXXXXXXXXXXX company~~

The assistance is for the purpose of [that acquisition] XXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXX

b6  
b7C  
+

The number and class of the shares acquired or to be acquired is

See Annexure 2

Presenter's name address and  
reference (if any)  
Macfarlanes  
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EC4A 1BD

For official Use  
General Section

Post room

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See Annexure 4

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Annexures to the Statutory Declaration made by all the Directors of Montagu Holdings Limited (the "**Company**") in respect of financial assistance to be given by the Company to Montagu Management Limited in relation to the acquisition by Montagu Management Limited of certain share capital of the Company

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**1 The HSBC Guarantee**

Under the terms of the HSBC Guarantee -

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- 1 1 2 undertakes with HSBC that whenever the Borrower or other Guarantor does not pay any amount when due under or in connection with the B Loan Stock Instrument or the HSBC Guarantee, the Company shall immediately on demand pay that amount as if it were the principal obligor, and
- 1 1 3 indemnifies HSBC immediately on demand against any cost, loss or liability suffered by HSBC for any reason if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal (whether or not such cost, loss or liability arises as a direct or indirect result of such unenforceability, invalidity or illegality) The amount of the cost, loss or liability shall be equal to the amount which HSBC would otherwise have been entitled to recover
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(Ref EDR/594610/3240335)

3240335

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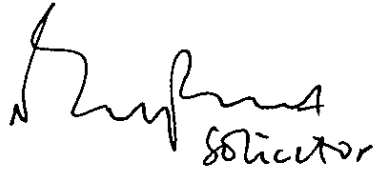
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27.7.07

  
Solicitor  
28.3.07

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**KPMG Audit Plc**  
**Private Equity**  
1-2 Dorset Rise  
London EC4Y 8EN  
United Kingdom

Tel +44 (0) 20 7311 1000  
Fax +44 (0) 20 7311 1643  
DX 38050 Blackfriars  
anthony.cecil@kpmg.co.uk  
Mobile 07710878992

The Directors  
Montagu Holdings Limited  
Vintners Place  
68 Upper Thames Street  
London  
EC4V 3PE

Our ref ac/wc

Contact Anthony Cecil  
020 7694 3269

28 March 2007

Dear Sirs

**Auditors' report to the directors of Montagu Holdings Limited pursuant to Section 156(4) of the Companies Act 1985**

We have examined the attached statutory declaration of the directors dated 28 March 2007 in connection with the proposal that the company should give financial assistance for the purchase of 65,832 'B' ordinary shares of £1 each in the company's share capital

This report is made solely to the company's directors as a body in accordance with section 156(4) of the Companies Act 1985. Our work has been undertaken so that we as the company's auditors might state to the company's directors those matters we are required to state to them in a report under section 156(4) of that Act 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 and the company's directors as a body for our work under section 156(4) of that Act or for this report.

We have enquired into the state of the company's affairs in order to review the bases for the statutory declaration.

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

*KPMG Audit Plc*

KPMG Audit Plc