

Darius Capital Limited (company number 05940388)

Annexures to Form 155(6)b relating to Austin Reed Credit Services Limited (company number 1529898)

ANNEXURE 1

Name of Director	Address
Guy Anthony Naggar	61 Avenue Road, London NW8 6HR
Luke Robinson Orlando Bridgeman	21 Chepstow Road, London W2 5BP
Peter Richard Klimt	54 Redington Road, London NW3 7RS
Nicholas William Hollingworth	71 Earls Court Road, London W8 6EF
Alan Charlton	24 Keepers Green, Braiswick, Colchester CO4 5UT

A handwritten signature, possibly 'A', is written over the address for Alan Charlton. To the right of the signature are the initials 'ce'.

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ANNEXURE 2

The execution by ARCSL of the following as the same may be amended, varied, supplemented or waived from time to time

- 1 a senior facilities agreement (the "**Facilities Agreement**") proposed to be entered into between the Purchaser, the Company, Austin Reed Group Limited (company number 00164291) ("**ARGL**"), ARCSL, Austin Reed Limited (company number 00399575) ("**ARL**"), Country Casuals Holdings Limited (company number 02319160) ("**CCHL**") and Country Casuals Limited (company number 00510900) ("**CCL**") (ARGL, ARCSL, ARL, CCHL and CCL each a "**Subsidiary**" and together the "**Subsidiaries**") (the Purchaser, the Company and the Subsidiaries together being referred to as the "**Group**") and Landsbanki Islands H F (the "**Bank**") (in its capacity as mandated lead arranger, agent and security trustee),
- 2 a guarantee (the "**Guarantee**") contained with in the Facilities Agreement proposed to be entered into by the Purchaser, ARCSL and the other Subsidiaries in favour of the Bank and each other Finance Party (as defined in the Facilities Agreement),
- 3 a debenture (the "**Debenture**") proposed to be entered into by ARCSL and each other member of the Group in favour of the Bank (in its capacity as security trustee),
- 4 an intercreditor deed (the "**Intercreditor Deed**") proposed to be entered into between the Bank (in various capacities), each member of the Group, Landsbanki Commercial Finance ("**Landsbanki CF**") and the Investors (as defined therein),
- 5 an intra-group loan agreement (the "**Intra-Group Loan Agreement**") proposed to be entered into between each member of the Group (as borrowers) (each a "**Borrower**") and each member of the Group (other than the Purchaser) (as lenders) (each a "**Lender**"), and
- 6 a corporate guarantee (the "**ABL Guarantee**") proposed to be entered into by ARCSL and each other member of the Group in favour of Landsbanki CF

A handwritten signature in black ink, consisting of a stylized, elongated shape, is written over the text of item 6. Below the signature, the initials 'ce' are written in a cursive hand.

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ANNEXURE 3

- 1 pursuant to the Facilities Agreement the Bank would make available to the Company sterling term loan facilities of up to £18,750,000 (the "**Facilities**") part of which would be used to refinance certain indebtedness of the Company incurred in connection with the acquisition of the entire ordinary share capital of ARGL by the Company on 1 February 2007 (the "**Indebtedness**") By entering into the Facilities Agreement, ARCSL would give certain representations and warranties, covenants, indemnities and rights of set-off to the Bank to enable the Bank to make the Facilities available,
- 2 pursuant to the Guarantee, ARCSL would guarantee the payment and discharge by the Purchaser, the Company and the other Subsidiaries of all their obligations and liabilities to the Bank and each other Finance Party (as defined therein) under the Finance Documents (as defined therein) (including under the Facilities Agreement) and indemnify each Finance Party in respect of such liabilities,
- 3 pursuant to the Debenture, ARCSL would create fixed and floating charges over all its property, assets and undertaking, both present and future, in favour of the Bank (as security trustee) by way of security for the payment and discharge of all obligations and liabilities of ARCSL to the Bank and to Landsbanki CF The Debenture contains a further assurance clause which would entitle the Bank (as security trustee) to call for additional security documents to be entered into at its request to, amongst other things, perfect by way of legal charge a charge which as created under the Debenture was merely equitable,
- 4 pursuant to the Intercreditor Deed, ARCSL would acknowledge the priority of security and ranking of payments and other contractual arrangements made between the parties thereto,
- 5 pursuant to the Intra-Group Loan Agreement, the Borrowers would make a sterling revolving credit facility of up to an aggregate amount of £65,000,000 available to the Lenders, to include a loan of £26,802,000 to be made by ARL to the Company to assist in refinancing the Indebtedness, and
- 6 pursuant to the ABL Guarantee, ARCSL would guarantee the payment and discharge by ARL and CCL of all their obligations to Landsbanki CF under a credit facilities agreement (i) and a debt purchase agreement (ii) proposed to be entered into between ARL, CCL and Landsbanki CF and further indemnify Landsbanki CF in respect of such liabilities

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Darius Capital Limited (company number 05940388)

Annexures to Form 155(6)b relating to Austin Reed Credit Services Limited (company number 1529898)

ANNEXURE 4

The amount of cash to be transferred to the person assisted

Any loans made by ARCSL under the terms of the Intra-Group Loan Agreement

A handwritten signature, possibly 'Darius', is written in black ink. To the right of the signature, the initials 'ce' are written in a cursive style.



BDO Stoy Hayward
Chartered Accountants

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8 Baker Street London W1U 3LL
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DX 9025 West End W1
Web site www.bdo.co.uk

The Directors
Darius Capital Limited
15 – 17 Grosvenor Gardens
London
SW1W 0BD

27 March 2007

Dear Sirs

Independent auditors' report to the directors of Darius Capital Limited (the "Company") pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors of the Company dated ~~27 March 2007~~ in connection with the proposal that the Company's subsidiary undertaking, Austin Reed Credit Services Limited, should give financial assistance for the purchase of the entire issued share capital of the Company

Our report has been prepared pursuant to the requirements of section 156(4) of the Companies Act 1985 and for no other purpose. No person is entitled to rely on this report unless such a person is a person entitled to rely upon this report by virtue of and for the purpose of section 156(4) of the Companies Act 1985 or has been expressly authorised to do so by our prior written consent. Save as above, we do not accept responsibility for this report to any other person or for any other purpose and we hereby expressly disclaim any and all such liability.

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



BDO Stoy Hayward LLP

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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) 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)~~

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 7 Redington Road
London NW3 7QX

Declarants to sign below

on

Day	Month	Year
27	03	2007

before me [Signature]

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths

[Signature]
Wangfema

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

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ANNEXURE 4

The amount of cash to be transferred to the person assisted

Any loans made by ARCSL under the terms of the Intra-Group Loan Agreement

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15 – 17 Grosvenor Gardens
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Basis of opinion

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Opinion

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Yours faithfully

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ANNEXURE 4

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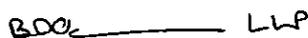
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Opinion

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Yours faithfully



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