

CHFP025

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

155(6)b

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

* Darius Capital Limited (the "Company")


05940388


XWe ø See annexure 1

§ delete whichever
is inappropriate

~~(XXXXXXXXXX)~~ [all the directors] † of the above company (hereinafter called 'this company') do solemnly and sincerely declare that

The business of this company is

(a)  5

(b)  5

(c) something other than the above 5

This company is ~~1001~~ [a] holding company of " Country Casuals Holdings Limited
(company number 02319160) ("CCHL") _____ which is
proposing to give financial assistance in connection with the acquisition of shares
in [this company] [_____]

Presenter's name address and
reference (if any)
Hammonds
Trinity Court
16 John Dalton Street
Manchester
M60 8HS

14347 Manchester 1
Re GRB/DAR 101-1

For official Use
General S

FRIDAY



AH8NCOAW

A17	30/03/2007	149
-----	------------	-----

COMPANIES HOUSE

Please do not
write in this
margin

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

The assistance is to be given to (note 2) A R Holdings Limited (company number 06160362)
(the "**Purchaser**") whose registered office is Rutland House, 148 Edmund
Street, Birmingham B3 2JR

See annexure 2

† delete as appropriate

See annexure 3

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

**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) ~~We~~ 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

Declarants to sign below

New York, New York County

Day Month Year
on 2 7 0 3 2 6 0 7

before me

CORDINA CHAEVIA ~~CHAEVIA~~

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

CORDINA A. CHARMS
Notary Public, State of New York
No. 01CH4020702
Qualified in Westchester County
Certificate Filed in New York County
Commission Expires March 8, 2007

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

Handwritten text, possibly a signature or initials, located in the lower-left quadrant of the page.

Darius Capital Limited (company number 05940388)

Annexures to Form 155(6)b relating to Country Casuals Holdings Limited (company number 02319160)

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 'Alan Charlton', is written in black ink. To the right of the signature, the initials 'ce' are written in a cursive style.

Darius Capital Limited (company number 05940388)

Annexures to Form 155(6)b relating to Country Casuals Holdings Limited (company number 02319160)

ANNEXURE 2

The execution by CCHL 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**"), Austin Reed Limited (company number 00399575) ("**ARL**"), Austin Reed Credit Services Limited (company number 01529898) ("**ARCSL**"), 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 within the Facilities Agreement proposed to be entered into by the Purchaser, CCHL 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 CCHL 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
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cc

Darius Capital Limited (company number 05940388)

Annexures to Form 155(6)b relating to Country Casuals Holdings Limited (company number 02319160)

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, CCHL 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, CCHL 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, CCHL 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 CCHL 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,
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- 6 pursuant to the ABL Guarantee, CCHL 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

cc

Darius Capital Limited (company number 05940388)

Annexures to Form 155(6)b relating to Country Casuals Holdings Limited (company number 02319160)

ANNEXURE 4

The amount of cash to be transferred to the person assisted

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

A handwritten signature, possibly 'CC', is written in black ink. It consists of a series of loops and a final horizontal stroke, with the letters 'CC' written to the right of the main signature.



BDO Stoy Hayward
Chartered Accountants

BDO Stoy Hayward LLP
8 Baker Street London W1U 3LL
Telephone +44 (0)20 7486 5888
Facsimile +44 (0)20 7487 3686
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, Country Casuals Holdings 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 _____ LWF

BDO Stoy Hayward LLP

000/CR/BDO Sec 156 letter re holding co-1
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CHFP025

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

155(6)b

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05940388

* Darius Capital Limited (the "Company")

Post room

Page 1

COMPANIES HOUSE

Please do not
write in this
margin

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

The assistance is to be given to (note 2) A R Holdings Limited (company number 06160362)
(the "**Purchaser**") whose registered office is Rutland House, 148 Edmund
Street, Birmingham B3 2JR

See annexure 2

† delete as appropriate

See annexure 3

The value of any asset to be transferred to the person assisted is £ N11

**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

[illegible]

Declared at

7 Redington Road
London NW3 7AX

Declarants to sign below

Day Month Year
on 22 03 2007

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

Werners

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CF14 3UZ

or for companies registered in Scotland -

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Companies House
37 Castle Terrace
Edinburgh
EH1 2EB

Darius Capital Limited (company number 05940388)

Annexures to Form 155(6)b relating to Country Casuals Holdings Limited (company number 02319160)

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



Darius Capital Limited (company number 05940388)

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Darius Capital Limited (company number 05940388)

Annexures to Form 155(6)b relating to Country Casuals Holdings Limited (company number 02319160)

ANNEXURE 4

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





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Chartered Accountants

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Web site www.bdo.co.uk

The Directors
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15 – 17 Grosvenor Gardens
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27 March 2007

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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

000/CR/BDO Sec 156 letter re holding co-l
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Declaration by the directors of a holding company in relation to assistance for the acquisition of shares

155(6)b

Please do not
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Pursuant to section 155(6) of the Companies Act 1985

**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

05940388

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

Name of company

* Darius Capital Limited (the "**Company**")

* insert full name
of company

X/We 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 (hereinafter called 'this company') do solemnly and sincerely declare that

§ delete whichever
is inappropriate

The business of this company is

(a)

(b) ~~Notwithstanding any other provision of law, no person shall be held liable for any damages, including reasonable attorneys' fees, incurred by the insured or the insured's family or estate, or any other person, in connection with the insured's death, if the insured was a resident of the State of New York at the time of death.~~

(c) something other than the above §

This company is ~~XXX~~ [a] holding company of* Country Casuals Holdings Limited
(company number 02319160) ("**CCHL**") _____ which is
proposing to give financial assistance in connection with the acquisition of shares
in [this company] [_____]

Presentor's name address and
reference (if any)
Hammonds
Trinity Court
16 John Dalton Street
Manchester
M60 8HS

14347 Manchester 1
Re GRB/DAR 101-1

For official Use
General Se

COMPANIES HOUSE

Please do not
write in this
margin

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legibly, preferably
in black type, or
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See annexure 2

† delete as appropriate

See annexure 3

The value of any asset to be transferred to the person assisted is £ N11

The date on which the assistance is to be given is within 8 weeks of the date hereof

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)

(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)

(b) XXXXXXXXXX XXXXXXXXXX the XXXXXXXXXX at the XXXXXXXXXX, XXXXXXXXXX of that XXXXXXXXXX
XXXXXXX the XXXXXXXXXX that this XXXXXXXXXX will be able to pay its debts in full within XXXXXXXXXX of the
XXXXXXX XXXXXXXXXX XXXXXXXXXX XXXXXXXXXX* (note 3)

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

Hammonds, London

[Handwritten signature]

on

Day	Month	Year
27	03	2007

before me Scott Gibson

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

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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 in black ink, appearing to be 'AK' or similar, located in the lower right quadrant of the page.A handwritten signature in black ink, appearing to be 'SL' or similar, located in the bottom right corner of the page.

ANNEXURE 2

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- 6 pursuant to the ABL Guarantee, CCHL 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 Country Casuals Holdings Limited (company number 02319160)

ANNEXURE 4

The amount of cash to be transferred to the person assisted

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


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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, Country Casuals Holdings 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

 LWP

BDO Stoy Hayward LLP

000/CR/BDO Sec 156 letter re holding co-1
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