

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

**155(6)b**

0407  
21/06/05

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

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

The number and class of the shares acquired or to be acquired is: 75,000 ordinary shares

The assistance is to be given to: (note 2) Dough Trading Limited with registered number

The assistance will take the form of:

See Annexure A

The person who ~~[has acquired]~~ [will acquire]<sup>†</sup> the shares is:

† delete as appropriate

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

See Annexure B

The amount (if any) by which the net assets of the company which is giving the assistance will be reduced

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

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

~~I/We~~<sup>XXX</sup> 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) [~~I/We~~<sup>XXX</sup> 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)

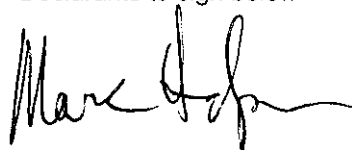
\* delete either (a) or  
(b) as appropriate

(b) [~~I/We~~<sup>XXX</sup> have formed the opinion that this company will be able to pay its debts in full within 12 months of the commencement of its winding up]\* (note 3)

And I/~~we~~<sup>XX</sup> 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 222 GRAY'S INN ROAD,  
LONDON WC1X 8XF

Declarants to sign below



Day Month Year  
on 07 06 2005

before me Paul Gray (PAUL GRAY)

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

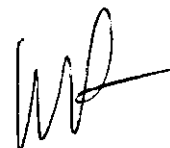
## NOTES

- 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



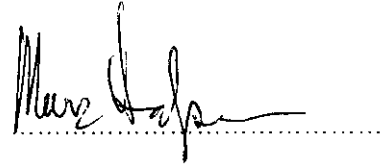
DPGS LIMITED  
Company No. 2888940

Form 155(6)b

Continuation sheet page 1

Marc Halpern

Flat W,  
82 Portland Place,  
London W1B 1NS

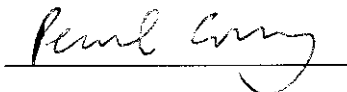


And we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.


Declared at 222 Gray's Inn Road, London WC1X 8XF

the 7<sup>th</sup> day of June 2005

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.



**DPGS LIMITED**

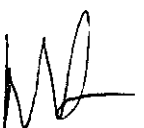
Company No. 02888940  
(the "**Company**")

Annexure A - Form 155(6)b

**Definitions**

In this Statutory Declaration (including Annexures A & B) the following expressions shall have the following meanings:

"Bank"	means The Royal Bank of Scotland PLC.
"Bank Debenture"	means the debenture to be entered into between the Relevant Subsidiary and the Bank.
"Bank Guarantee"	means the unlimited inter company composite guarantee to be entered into between the Subsidiaries, the Purchaser, the Company and the Bank whereby the Relevant Subsidiary guarantees the Bank due and punctual performance of, inter alia, all the Obligations of each Debtor.
"Debtors"	means the Purchaser, the Company and the Subsidiaries (and each a " <b>Debtor</b> ").
"Facility Agreement"	means the facility agreement to be entered into by the Purchaser and the Bank.
"Guarantors"	means all of the Debtors.
"Intercreditor Agreement"	means the intercreditor agreement be entered into between the Bank (1) Investec (2) the Purchaser (3) and the Company and the Subsidiaries (4) under which Investec, the Purchaser, the Company and the Subsidiaries undertake to ensure that the Obligations rank ahead in priority of the Investec Debt.
"Intra-Group Loan"	means the intra-group loan agreement to be made available to the Purchaser by the Company and the Subsidiaries.
"Investec"	means Investec Bank (UK) Limited
"Investec Debenture"	means the debenture to be entered into between the Relevant Subsidiary and Investec.
"Investec Debt"	means all monies and liabilities now or at any time in the future due, occurring or incurred by each Debtor to Investec on any account, whether actual or contingent and whether as principal or surety, together with all interest, charges, costs and expenses.
"Investec Guarantee"	means the guarantee to be entered into between the Relevant Subsidiary and Investec whereby the



Relevant Subsidiary guarantees Investec payment of all the Investec Debt owing or incurred by the Purchaser to Investec.

**"Investec Loan"**

means the loan agreement to be entered into between Investec (1) and the Purchaser (2).

**"Obligations"**

means all liabilities to the Bank of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Bank's charges and commission Interest (as defined in the Bank Debenture) and Expenses (as defined in the Bank Debenture) payable by each Debtor.

**"Purchaser"**

means Dough Trading Limited (05381865).

**"Relevant Subsidiary"**

means Realprojects Limited (4977799).

**"Subsidiaries"**

means Triple 'A' Pizza (Norwich) Limited (02229011) and the Relevant Subsidiary.

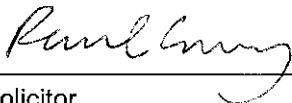
Reference to a document or an agreement means that document or agreement as amended from time to time.

The assistance will take the form of the Relevant Subsidiary entering into the following documents:

1. the Bank Debenture;
2. the Bank Guarantee;
3. the Investec Debenture
4. the Investec Guarantee
5. the Intra-Group Loan; and
6. the Intercreditor Deed.

This is Annexure A referred to in Form 155(6)b declared by the directors of the Company on 7 June 2005.

Signed



Solicitor



**DPGS LIMITED**

Company No. 02888940

(the "**Company**")

Annexure B – Form 155(6)b

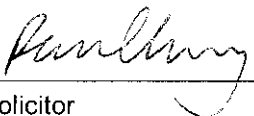
All capitalised terms in this Annexure B shall have the meanings given to them in Annexure A.

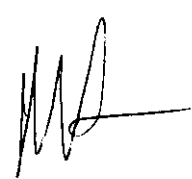
The principal terms on which the assistance will be given are as follows:

1. the Bank Debenture under which the Relevant Subsidiary:
  - 1.1 covenants to discharge on demand all the Relevant Subsidiary's Obligations and as a continuing security for such discharge and with full title guarantee charges to the Bank by way of fixed and floating charges substantially all of its assets.
2. the Bank Guarantee under which the Relevant Subsidiary:-
  - 2.1 jointly and severally with the other Guarantors covenants and guarantees to discharge on demand all of the Obligations of each Debtor with Interest (as defined in the Bank Guarantee) from the date of demand; and
  - 2.2 agrees that any item or amount claimed by the Bank to be included in a Debtor's Obligations which is not recoverable from the Guarantors under the Bank Guarantee for any reason on the basis of a guarantee shall nevertheless be recoverable from the Guarantors as principal debtors by way of indemnity and the Guarantors jointly and severally agree to discharge that liability on demand with Interest from the date of demand.
3. the Investec Debenture under which the Relevant Subsidiary:
  - 3.1 covenants that it will on demand pay and discharge all the Relevant Subsidiary's Investec Debt and as a continuing security for such discharge and with full title guarantee charges to the Bank by way of fixed and floating charges substantially all of its assets.
4. the Investec Guarantee under which the Relevant Subsidiary:
  - 4.1 irrevocably and unconditionally guarantees to pay to Investec on demand all of the Purchaser's Investec Debt; and
  - 4.2 irrevocably and unconditionally agrees to indemnify Investec in full on demand against all losses, costs and expenses suffered or incurred by Investec arising from or in connection with Investec making available facilities to the Purchaser.
5. the Intra-Group Loan under which the Relevant Subsidiary (amongst others) as a lender, may make a loan available to the Purchaser, as borrower. The proceeds of any advance made pursuant to this agreement are to be used by the Purchaser:
  - 5.1 to pay any amounts due to the Bank or Investec respectively pursuant to the Facility Agreement and the Investec Loan; and
  - 5.2 for its general corporate purposes.
6. the Intercreditor Deed whereby the Subsidiaries, the Company and the Purchaser (all as Debtors, including the Relevant Subsidiary) undertake with the Bank and Investec to ensure that all of the Obligations have priority over any of the Investec Debt.

This is Annexure B referred to in Form 155(6)b declared by the Directors of the Company on  
7 June 2005

Signed

  
Solicitor





**AUDITORS' REPORT TO THE DIRECTORS OF DPGS LIMITED  
PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985**

We have examined the attached statutory declaration of the directors of DPGS Limited (the "Company") dated *7 June 2005* in connection with the proposal that the Company should give financial assistance for the purchase of 75,000 ordinary shares of £1.00 each of the Company.

**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.

*Bentley Jennison*

**Bentley Jennison**  
**Registered Auditors**  
Cedar House  
Breckland  
Linford Wood  
Milton Keynes  
MK14 6EX

Dated: *7 June 2005*



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COMPANIES HOUSE

\*ADP0000000\*

0403  
21/06/05