

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

02888940

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

Name of company

* DPGS LIMITED

* insert full name
of company

1/10/80 Surinder Kandola of 32 St Davids Drive, Wentworth Gate, Englefield
Green, Surrey, TW20 0BA

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

† delete as appropriate

[the sole director] ~~XXXXXX~~ † of the above company (hereinafter called 'this company') do solemnly and sincerely declare that

§ delete whichever
is inappropriate

The business of this company is

[illegible][illegible]

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

(c) something other than the above §

This company is [the] ☒ holding company of* REALPROJECTS LIMITED

(CO. NO. 04977799)

which is

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

In ~~XXXXXXXXXX~~ DOUGH TRADING LIMITED

the holding company of this company] t

Presentor's name address and
reference (if any)

Sherrards Solicitors
45 Grosvenor Road
St Albans
Hertfordshire
AL1 3AW

DX 141853 St Albans 17

Ref. ES/1R3155-67

For official Use
General Section

WEDNESDAY



AWXOPYXN

A42

16/04/2008

85

COMPANIES HOUSE

Please do not
write in this
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**Please complete
legibly, preferably
in black type, or
bold block
lettering**

The assistance is to be given to (note 2) DPMK Limited (Company Number 06525012)
("the Buyer") whose registered office is situated at C/O Barnes Roffe LLP, 3
Brook Business Centre, Cowley Mill Road, Uxbridge, Middlesex, UB8 2FX.

See continuation sheet attached

† delete as appropriate

See continuation sheet attached

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

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~~ 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~~ 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 I/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 ~~I/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

SALAW LLP

Day Month Year
on

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 0 | 4 | 0 | 4 | 2 | 0 | 0 | 8 |
|---|---|---|---|---|---|---|---|

before me Gm Thomas

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

SUKINDER KANDA

SA Law LLP
60 London Road
St Albans
Herts
AL1 1NG

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 NUMBER 02888940)

FORM 155(6) b – CONTINUATION SHEET

Appendix 1

- (1) It was noted that DPMK Limited (**“the Borrower”**) had agreed with National Westminster Bank Plc (**“the Bank”**) the terms of a term loan facility of up to £5,304,000 00 (**“the Facilities”**) to be made to finance the consideration to be paid on the acquisition (**“the Acquisition”**) by the Borrower of the entire issued share capital of Dough Trading Limited and other companies (together **“the Targets”**)
- (2) It was noted that an agreement to purchase the entire issued share capital of the Targets was proposed to be entered into on that day between (1) the shareholder of the Targets as stated therein and (2) the Borrower relating to the Acquisition (**“the Acquisition Agreement”**) and that it was proposed that completion take place shortly after the swearing of this Declaration
- (3) It was further noted that it is a condition precedent to the Facilities being available that the Company was required to enter into various banking documents securing and guaranteeing the indebtedness due from the Borrower to the Bank and that in doing so would therefore be giving financial assistance as defined in Section 151 of the Act. It was noted that the Company was required to secure all sums due to the Bank under a guarantee and debenture as described below
- (4) In connection with the provision by the Company of financial assistance in the under-noted form and terms to the Borrower and the Bank for the purpose of acquiring the entire issued share capital of Dough Trading Limited (being 20 Ordinary Shares of £1.00 each) it is proposed that the documents set out below be entered into

The assistance will take the form of

The execution and performance by the Company of the following documents as they may be amended, supplemented or substituted from time to time

- (a) a debenture incorporating a legal charge between (1) the Company and (2) the Bank (the **“Debenture”**),
- (b) an unlimited inter-company composite guarantee in respect of the obligations of the Borrower between (1) the Company and its other group companies and (2) the Bank (the **“Guarantee”**), and
- (c) an inter-creditor deed (**“the Inter-Creditor Deed”**) to be entered into between the Company its other group companies, the Bank, and various other

companies, detailing the priority of the Facilities to all other debt between the parties to the Inter-Creditor Deed.

together with the performance by the Company of other acts in connection with the acquisition of the shares and the financing of the Acquisition

DPGS LIMITED

(COMPANY NUMBER 02888940)

FORM 155(6) b – CONTINUATION SHEET

Appendix 2

The principal terms on which the assistance will be given:

- 1 Under the terms of the Debenture, the Company will, amongst other things covenant to discharge on demand the Company's obligations to the Bank and with full title guarantee charges to the Bank -
 - 1 1 By way of legal mortgage all the freehold and leasehold property now vested in or charged to the Company
 - 1 2 By way of fixed charge all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Company except the property charged by Clause 1.1
 - 1 3 By way of fixed charge all fixtures and fittings from time to time attached to any freehold and leasehold property of the Company
 - 1 4 By way of fixed charge all plant and machinery of the Company present and future and all associated warranties and maintenance contracts
 - 1 5 By way of fixed charge all rents receivable from any lease granted out of any freehold and leasehold property of the Company
 - 1 6 By way of fixed charge all the goodwill of the Company present and future
 - 1.7 By way of fixed charge all the uncalled capital of the Company present and future
 - 1 8 By way of fixed charge all stocks shares and other securities held by the Company from time to time in any subsidiary and all income and rights derived from or attaching to the same
 - 1 9 By way of fixed charge all Intellectual Property Rights choses in action licences and claims of the Company present and future and the insurance policies and proceeds of any insurance from time to time affecting the Property "Intellectual Property Rights" include (without limitation) all rights in patents inventions copyrights design rights trademarks service marks database rights confidential information know-how domain names and business names

- 1 10 **By** way of fixed charge the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument made with the Bank or any third party
 - 1 11 **By** way of floating charge all the undertaking and all property assets and rights of the Company present and future not subject to a fixed charge under this deed or any other security present or future held by the Bank
- 2. Under the terms of the Guarantee, the Company will, amongst other things in consideration of the Bank giving time or credit or banking facilities to any one or more of the Companies.-
 - 2 1 **Jointly** and severally guarantee to discharge on demand all the obligations of each Debtor with Interest from the date of demand and
 - 2 2 **Agree** 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 this deed 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
 - 2 3 **The** Guarantors jointly and severally agree to pay Expenses to the Bank on demand
- 3. Under the terms of the Inter-Creditor Deed the parties have agreed to regulate the rights of the Bank and the Subordinated Lenders (as defined therein) as creditors of the Borrower and the Group Companies



BARNES ROFFE LLP
CHARTERED ACCOUNTANTS

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The Directors
DPGS Limited
32 Saint Davids Drive
Wentworth Gate
Englefield Green
Surrey
TW20 0BA

DATE *4th APRIL 2008*

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

We have examined the attached statutory declaration of the directors of the Company dated *4th APRIL 2008* in connection with the proposal that the Company should give financial assistance for the purpose of the acquisition of shares in Dough Trading Limited

We have enquired into the state of affairs of the Company in order to review the bases for the attached statutory declaration

We are not aware of anything to indicate that the opinion expressed by the directors in the attached statutory declaration as to any of the matters mentioned in section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances

Sam Roffe
For and on behalf of
Barnes Roffe LLP

Partners

Peter Bonnell FCA

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Offices at Central London East London, Uxbridge and Dartford

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