

# G

## COMPANIES FORM No. 155(6)a

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

# 155(6)a

CHFP025

Please do not write in this margin

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

---

2466472

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

Name of company

\* R. DELAMORE LIMITED (the "Company")

\* insert full name of company

~~/NOX~~ Wayne Eady, 15 Anvil Close, Gedney Dyke, Spalding, Lincolnshire, PE12 0BG

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

together with

Paul Murray, Faldonside House, Melrose, TD6 9BG

† delete as appropriate

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

§ delete whichever is inappropriate

~~XX~~  
~~XX~~  
~~XX~~  
~~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] ~~XX~~ Limited) †

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

The number and class of the shares acquired or to be acquired is 110,000 ordinary shares of £0.50 each and 90,000 A ordinary shares of £0.50 each

Presenter's name address and reference (if any)  
Maclay Murray & Spens LLP  
Quatermile One  
15 Lauriston Place  
Edinburgh  
EH3 9EP  
  
DX ED137 Edinburgh  
MZK/FIN 179 2

For official Use  
General Section  
Pnet mark

MONDAY

SCT

\*S4U4KVY7\*

31/12/2007

COMPANIES HOUSE

116

6037862

The assistance is to be given to (note 2) MM&S (5283) LIMITED (COMPANY NUMBER SC329822)  
HAVING ITS REGISTERED OFFICE AT 151 ST VINCENT STREET, GLASGOW, G2 5NJ ("MMSL")

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

- 1 A guarantee (the "Guarantee") in favour of National Westminster Bank plc (the "Bank") by the Company as guarantor on account of the obligations of MMSL to the Bank as principal
2. Intra Company Loan Agreement between MMSL and the Company pursuant to which the Company agrees to lend funds to MMSL for the purposes of, inter alia, repaying the bank facilities provided to MMSL (the "Intra Company Loan Agreement")
- 3 Intercreditor Deed between amongst others Finby Limited and Paul Murray (the "Investors"), MMSL, the Company and the Bank (the "Intercreditor Deed") pursuant to which the Company would give certain undertaking to the Bank in connection with sums due to the Bank and the Investors
- 4 A guarantee (the "Subordinated Guarantee") in favour of Paul Murray as security trustee for the Investors (the "Security Trustee") by the Company and MMSL as guarantors on account of the obligations of the Company and MMSL to the Security Trustee as principal
- 5 A debenture by the Company creating fixed and floating charges over the whole of the assets and undertaking of the Company in security for all sums due and to become due by the Company to the Bank (the "Debenture")
6. A debenture (the "Subordinated Debenture") by the Company creating fixed and floating charges over the whole of the assets and undertaking of the Company in security for all sums due and to become due by the Company to Paul Murray as Security Trustee for the Investors
- 7 Payment of any invoices issued to and payable by the Company in respect of work undertaken by Armstrong Transaction Services Limited, Donaldsons, Barlow Lyde & Gilbert and Smith & Williamson and referred to in the sale and purchase agreement between MM&S (5283) Limited and the parties named therein as Sellers

The person who ~~MM&S (5283) Limited~~ [will acquire] † the shares is

† delete as  
appropriate

MMSL

The principal terms on which the assistance will be given are

PLEASE SEE CONTINUATION SHEET

The amount of cash to be transferred to the person assisted is £ ANY CASH LENT PURSUANT TO THE  
INTRA COMPANY LOAN AGREEMENT

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 do not write in this margin

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

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

I/WE have formed the opinion, as regards the 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)

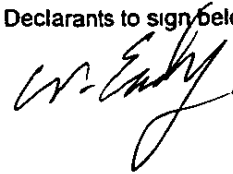
(a) I/WE have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date)\* (note 3)

(b) ~~I/WE have formed the opinion that the 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 BICKLES SOLICITORS LLP  
GRANT HOUSE,  
101 BOURGES BOULEVARD  
PETERBOROUGH, PETS

Declarants to sign below



on 

Day	Month	Year
20	12	2017

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

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  
37 Castle Terrace  
Edinburgh  
EH1 2EB

**R. DELAMORE LIMITED**  
**(Registered Number 2466472)**  
**Form 155(6)a - Continuation Sheet 1**

The principal terms on which the assistance will be given are

- 1 Under the Guarantee the Company guarantees to discharge on demand the Debtors' Obligations when the same become due and payable with Interest from the date of demand
- 2 Under the Guarantee the Company agrees that any item or amount claimed by the Bank to be included in the Debtors' Obligations which is not recoverable from the Guarantor under the guarantee for any reason on the basis of a guarantee shall nevertheless be recoverable from the Guarantor as principal debtor by way of indemnity and the Guarantor agrees to discharge that liability on demand provided such Debtor's Obligations are due and payable with Interest from the date of demand
3. Under the Debenture the Company covenants to discharge on demand the Company's Obligations and as a continuing security for such discharge and with full title guarantee charges to the Bank:-
  - 3 1 by way of legal mortgage all the freehold and leasehold property now vested in or charged to the Company including any Registered Land
  - 3 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 paragraph 3 1 above,
  - 3 3 by way of fixed charge all fixtures and fittings from time to time attached to any freehold and leasehold property of the Company;
  - 3.4 by way of fixed charge all the plant and machinery vehicles and computer equipment of the Company present and future not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts,
  - 3 5 by way of fixed charge all furniture furnishings equipment tools and other chattels of the Company present and future not regularly disposed of in the ordinary course of business,
  - 3 6 by way of fixed charge all rents receivable from any lease granted out of any freehold and leasehold property of the Company,
  - 3 7 by way of fixed charge all the goodwill and uncalled capital of the Company present and future,

*Auth*  
*Col*

- 3 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,
- 3 9 by way of fixed charge all stocks shares and other securities of the Company present and future (except those charged by paragraph 3 8 above) and all income and rights derived from or attaching to the same;
- 3 10 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,
- 3 11 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,
- 3 12 by way of fixed charge all book debts and other debts of the Company present and future and the proceeds of payment or realisation of each of them until the receipt of the proceeds from time to time into an account in accordance with Clause 4 2 of the Debenture,
- 3 13 by way of fixed charge all funds standing to the credit of the Company from time to time on any account with the Bank or any other bank or financial institution or organisation including all receipts from time to time paid into an account in accordance with Clause 4 2 of the Debenture Provided that the Bank may without prejudice to the Debenture permit the Company to make withdrawals from time to time, and
- 3 14 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 the Debenture
- 4 Under the Subordinated Guarantee the Company guarantees to discharge on demand the Debtors' Mezzanine Obligations when the same become due and payable with Interest from the date of demand.
- 5 Under the Subordinated Guarantee the Company agrees that any item or amount claimed by the Investors to be included in the Debtors' Mezzanine Obligations which is not recoverable from the Guarantor under the subordinated guarantee for any reason on the basis of a guarantee shall nevertheless be recoverable from the Guarantor as principal debtor by way of indemnity and the Guarantor agrees to discharge that liability on demand provided such Debtor's Mezzanine Obligations are due and payable with Interest from the date of demand

- 6 Under the Subordinated Debenture, the Company covenants to discharge on demand the Company's Mezzanine Obligations and as a continuing security for such discharge and with full title guarantee charges to the Investors -
- 6 1 by way of legal mortgage all the freehold and leasehold property now vested in or charged to the Company including any registered land,
- 6 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 paragraph 6 1 above;
- 6 3 by way of fixed charge all fixtures and fittings from time to time attached to any freehold and leasehold property of the Company;
- 6 4 by way of fixed charge all the plant and machinery vehicles and computer equipment of the Company present and future not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts,
- 6 5 by way of fixed charge all furniture furnishings equipment tools and other chattels of the Company present and future not regularly disposed of in the ordinary course of business,
- 6 6 by way of fixed charge all rents receivable from any lease granted out of any freehold and leasehold property of the Company;
- 6 7 by way of fixed charge all the goodwill and uncalled capital of the Company present and future,
- 6 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,
- 6 9 by way of fixed charge all stocks shares and other securities of the Company present and future (except those charged by paragraph 9 8 above) and all income and rights derived from or attaching to the same,
- 6 10 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;

- 6.11 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 Investors or any third party,
- 6.12 by way of fixed charge all book debts and other debts of the Company present and future and the proceeds of payment or realisation of each of them until the receipt of the proceeds from time to time into an account in accordance with Clause 4.2 of the Subordinated Debenture,
- 6.13 by way of fixed charge all funds standing to the credit of the Company from time to time on any account with the Investors or any other bank or financial institution or organisation including all receipts from time to time paid into an account in accordance with Clause 4.2 of the Subordinated Debenture with the exception of all sums standing to the credit of the Escrow Account Provided that the Investors may without prejudice to Subordinated Debenture permit the Company to make withdrawals from time to time, and
- 6.14 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 the Subordinated Debenture
- 7 Under the Intercreditor Deed the Company gives certain undertakings to the Bank in connection with sums due to the Bank and the Investors
- 8 Under the Intra Company Loan Agreement, subject to certain conditions contained therein, the Company agrees to lend funds to MMSL on the terms set out therein in order to enable MMSL, inter alia, to discharge its obligations under the Facility Letter and to make certain other payments.
9. In this Form 155(6)a
- 9.1 the **"Bank"** means National Westminster Bank plc and its successors and assignees,
- 9.2 **"Company's Mezzanine Obligations"** means all the Company's liabilities to the Investors 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 Investors charges and commission Interest and Expenses,
- 9.3 **"Company's Obligations"** means all the Company's 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 and Expenses,
- 9.4 **"Debtor"** means any member of the Group which has or which will have any liability (actual or contingent) and whether alone or jointly with any other person and whether as principal debtor,

guarantor or surety or otherwise to the Bank for the payment or repayment of any amounts outstanding or capable of becoming outstanding to the Bank and **Debtors** shall mean all or any of them as the context may require,

- 9.5 **"Debtors' Mezzanine Obligations"** means all the Mezzanine Debtors' liabilities to the Investors 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 Investors charges and commission Interest and Expenses payable by the Mezzanine Debtors (or any of them),
- 9.6 **"Debtors' Obligations"** means all the Debtors' 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 and Expenses payable by the Debtors (or any of them),
- 9.7 **"Expenses"** means all expenses (on a full indemnity basis) properly incurred by the Bank in connection with the Debtors' Obligations or by the Investors in connection with the Debtor's Mezzanine Obligations or in preserving defending or enforcing the security created by the Guarantee, the Debenture, the Subordinated Guarantee and the Subordinated Debenture (or any of them as appropriate) or in exercising any power under this deed or otherwise with Interest from the date they are incurred,
- 9.8 **"Facility Letter"** means the term loan facility agreement between MMSL and the Bank dated on or around the date of this declaration (as amended, restated, supplemented or novated from time to time) pursuant to which the Bank agrees to make available to MMSL certain term loan facilities to, inter alia, to assist with the acquisition of the whole of the issued share capital of R Delamore Limited and to enable MMSL to refinance certain liabilities incurred by R Delamore Limited in connection with its acquisition of the entire issued share capital of the Company,
- 9.9 **"Group"** means the Company, each of its holding companies and any subsidiaries of any of them from time to time and **member of the Group** shall be construed accordingly,
- 9.10 **"Guarantor"** means the Company,
- 9.11 **"Interest"** means Interest at the rate(s) charged to the Debtors by the Bank from time to time or Interest charged to the Mezzanine Debtors by the Investors from time to time
- 9.12 **"Mezzanine Debtor"** means any member of the Group which has or which will have any liability (actual or contingent) and whether alone or jointly with any other person and whether as principal debtor, guarantor or surety or otherwise to the Investors for the payment or repayment



of any amounts outstanding or capable of becoming outstanding to the Investors and **Mezzanine Debtors** shall mean all or any of them as the context may require;

9 13     **“Investors”** means Paul Murray and Finby Limited



The assistance is to be given to (note 2) MM&S (5283) LIMITED (COMPANY NUMBER:SC329822)  
HAVING ITS REGISTERED OFFICE AT 151 ST VINCENT STREET, GLASGOW, G2 5NJ ("MMSL")

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

- 1 A guarantee (the "Guarantee") in favour of National Westminster Bank plc (the "Bank") by the Company as guarantor on account of the obligations of MMSL to the Bank as principal
- 2 Intra Company Loan Agreement between MMSL and the Company pursuant to which the Company agrees to lend funds to MMSL for the purposes of, inter alia, repaying the bank facilities provided to MMSL (the "Intra Company Loan Agreement")
- 3 Intercreditor Deed between amongst others Finby Limited and Paul Murray (the "Investors"), MMSL, the Company and the Bank (the "Intercreditor Deed") pursuant to which the Company would give certain undertakings to the Bank in connection with sums due to the Bank and the Investors
- 4 A guarantee (the "Subordinated Guarantee") in favour of Paul Murray as security trustee for the Investors (the "Security Trustee") by the Company and MMSL as guarantors on account of the obligations of the Company and MMSL to the security trustee as principal
- 5 A debenture by the Company creating fixed and floating charges over the whole of the assets and undertaking of the Company in security for all sums due and to become due by the Company to the Bank (the "Debenture")
- 6 A debenture (the "Subordinated Debenture") by the Company creating fixed and floating charges over the whole of the assets and undertaking of the Company in security for all sums due and to become due by the Company to Paul Murray as Security Trustee for the Investors
- 7 Payment of any invoices issued to and payable by the Company in respect of work undertaken by Armstrong Transaction Services Limited, Donaldsons, Barlow Lyde & Gilbert and Smith & Williamson and referred to in the sale and purchase agreement between MM&S (5283) Limited and the parties named therein as Sellers

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

† delete as  
appropriate

MMSL

The principal terms on which the assistance will be given are

PLEASE SEE CONTINUATION SHEET

The amount of cash to be transferred to the person assisted is £ ANY CASH LENT PURSUANT TO THE  
INTRA COMPANY LOAN AGREEMENT

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



RCL

**R. DELAMORE LIMITED**  
**(Registered Number 2466472)**  
**Form 155(6)a - Continuation Sheet 1**

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

- 1 Under the Guarantee the Company guarantees to discharge on demand the Debtors' Obligations when the same become due and payable with Interest from the date of demand
2. Under the Guarantee the Company agrees that any item or amount claimed by the Bank to be included in the Debtors' Obligations which is not recoverable from the Guarantor under the guarantee for any reason on the basis of a guarantee shall nevertheless be recoverable from the Guarantor as principal debtor by way of indemnity and the Guarantor agrees to discharge that liability on demand provided such Debtor's Obligations are due and payable with Interest from the date of demand
- 3 Under the Debenture the Company covenants to discharge on demand the Company's Obligations and as a continuing security for such discharge and with full title guarantee charges to the Bank -
  - 3 1 by way of legal mortgage all the freehold and leasehold property now vested in or charged to the Company including any Registered Land
  - 3 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 paragraph 3 1 above,
  - 3 3 by way of fixed charge all fixtures and fittings from time to time attached to any freehold and leasehold property of the Company,
  - 3 4 by way of fixed charge all the plant and machinery vehicles and computer equipment of the Company present and future not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts,
  - 3 5 by way of fixed charge all furniture furnishings equipment tools and other chattels of the Company present and future not regularly disposed of in the ordinary course of business,
  - 3 6 by way of fixed charge all rents receivable from any lease granted out of any freehold and leasehold property of the Company,
  - 3 7 by way of fixed charge all the goodwill and uncalled capital of the Company present and future,

- 3 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;
- 3 9 by way of fixed charge all stocks shares and other securities of the Company present and future (except those charged by paragraph 3 8 above) and all income and rights derived from or attaching to the same,
- 3 10 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,
- 3 11 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,
- 3 12 by way of fixed charge all book debts and other debts of the Company present and future and the proceeds of payment or realisation of each of them until the receipt of the proceeds from time to time into an account in accordance with Clause 4 2 of the Debenture,
- 3 13 by way of fixed charge all funds standing to the credit of the Company from time to time on any account with the Bank or any other bank or financial institution or organisation including all receipts from time to time paid into an account in accordance with Clause 4 2 of the Debenture Provided that the Bank may without prejudice to the Debenture permit the Company to make withdrawals from time to time, and
- 3 14 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 the Debenture
- 4 Under the Subordinated Guarantee the Company guarantees to discharge on demand the Debtors' Mezzanine Obligations when the same become due and payable with Interest from the date of demand
- 5 Under the Subordinated Guarantee the Company agrees that any item or amount claimed by the Investors to be included in the Debtors' Mezzanine Obligations which is not recoverable from the Guarantor under the subordinated guarantee for any reason on the basis of a guarantee shall nevertheless be recoverable from the Guarantor as principal debtor by way of indemnity and the Guarantor agrees to discharge that liability on demand provided such Debtor's Mezzanine Obligations are due and payable with Interest from the date of demand

- 6 Under the Subordinated Debenture, the Company covenants to discharge on demand the Company's Mezzanine Obligations and as a continuing security for such discharge and with full title guarantee charges to the Investors -
- 6 1 by way of legal mortgage all the freehold and leasehold property now vested in or charged to the Company including any registered land,
- 6 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 paragraph 6 1 above,
- 6 3 by way of fixed charge all fixtures and fittings from time to time attached to any freehold and leasehold property of the Company,
- 6 4 by way of fixed charge all the plant and machinery vehicles and computer equipment of the Company present and future not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts,
- 6 5 by way of fixed charge all furniture furnishings equipment tools and other chattels of the Company present and future not regularly disposed of in the ordinary course of business,
- 6 6 by way of fixed charge all rents receivable from any lease granted out of any freehold and leasehold property of the Company,
- 6 7 by way of fixed charge all the goodwill and uncalled capital of the Company present and future,
- 6 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,
- 6 9 by way of fixed charge all stocks shares and other securities of the Company present and future (except those charged by paragraph 9 8 above) and all income and rights derived from or attaching to the same,
- 6 10 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,

- 6 11 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 Investors or any third party,
- 6 12 by way of fixed charge all book debts and other debts of the Company present and future and the proceeds of payment or realisation of each of them until the receipt of the proceeds from time to time into an account in accordance with Clause 4.2 of the Subordinated Debenture,
- 6 13 by way of fixed charge all funds standing to the credit of the Company from time to time on any account with the Investors or any other bank or financial institution or organisation including all receipts from time to time paid into an account in accordance with Clause 4.2 of the Subordinated Debenture with the exception of all sums standing to the credit of the Escrow Account. Provided that the Investors may without prejudice to Subordinated Debenture permit the Company to make withdrawals from time to time, and
- 6 14 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 the Subordinated Debenture
- 7 Under the Intercreditor Deed the Company gives certain undertakings to the Bank in connection with sums due to the Bank and the Investors.
- 8 Under the Intra Company Loan Agreement, subject to certain conditions contained therein, the Company agrees to lend funds to MMSL on the terms set out therein in order to enable MMSL, inter alia, to discharge its obligations under the Facility Letter and to make certain other payments
- 9 In this Form 155(6)a
- 9 1 the "**Bank**" means National Westminster Bank plc and its successors and assignees,
- 9 2 "**Company's Mezzanine Obligations**" means all the Company's liabilities to the Investors 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 Investors charges and commission Interest and Expenses,
- 9 3 "**Company's Obligations**" means all the Company's 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 and Expenses;
- 9 4 "**Debtor**" means any member of the Group which has or which will have any liability (actual or contingent) and whether alone or jointly with any other person and whether as principal debtor,



guarantor or surety or otherwise to the Bank for the payment or repayment of any amounts outstanding or capable of becoming outstanding to the Bank and **Debtors** shall mean all or any of them as the context may require,

- 9 5 **"Debtors' Mezzanine Obligations"** means all the Mezzanine Debtors' liabilities to the Investors 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 Investors charges and commission Interest and Expenses payable by the Mezzanine Debtors (or any of them),
- 9 6 **"Debtors' Obligations"** means all the Debtors' 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 and Expenses payable by the Debtors (or any of them),
- 9 7 **"Expenses"** means all expenses (on a full indemnity basis) properly incurred by the Bank in connection with the Debtors' Obligations or by the Investors in connection with the Debtor's Mezzanine Obligations or in preserving defending or enforcing the security created by the Guarantee, the Debenture, the Subordinated Guarantee and the Subordinated Debenture (or any of them as appropriate) or in exercising any power under this deed or otherwise with Interest from the date they are incurred;
- 9 8 **"Facility Letter"** means the term loan facility agreement between MMSL and the Bank dated on or around the date of this declaration (as amended, restated, supplemented or novated from time to time) pursuant to which the Bank agrees to make available to MMSL certain term loan facilities to, inter alia, to assist with the acquisition of the whole of the issued share capital of R Delamore Limited and to enable MMSL to refinance certain liabilities incurred by R Delamore Limited in connection with its acquisition of the entire issued share capital of the Company;
- 9 9 **"Group"** means the Company, each of its holding companies and any subsidiaries of any of them from time to time and **member of the Group** shall be construed accordingly,
- 9 10 **"Guarantor"** means the Company,
- 9 11 **"Interest"** means Interest at the rate(s) charged to the Debtors by the Bank from time to time or Interest charged to the Mezzanine Debtors by the Investors from time to time
- 9 12 **"Mezzanine Debtor"** means any member of the Group which has or which will have any liability (actual or contingent) and whether alone or jointly with any other person and whether as principal debtor, guarantor or surety or otherwise to the Investors for the payment or repayment

of any amounts outstanding or capable of becoming outstanding to the Investors and **Mezzanine Debtors** shall mean all or any of them as the context may require,

9 13 **“Investors”** means Paul Murray and Finby Limited

Grant Thornton UK LLP  
Chartered Accountants  
UK member of  
Grant Thornton International

The Directors  
R Delamore Limited  
Station Road  
Wisbech St Mary  
Wisbech  
Cambridgeshire  
PE13 4RY

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

We have examined the attached statutory declaration of the directors dated 20 December 2007 in connection with the proposal that the Company should give financial assistance for the purchase of the Company's 110,000 Ordinary Shares with par value of 50p and 90,000 Ordinary A Shares with par value 50p

**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

*Grant Thornton UK LLP*

GRANT THORNTON UK LLP  
REGISTERED AUDITORS  
CHARTERED ACCOUNTANTS  
NOTTINGHAM

20 December 2007

30 Hounds Gate  
Nottingham NG1 7DH  
T +44 (0)115 948 3483  
F +44 (0)115 948 4504  
www.grant-thornton.co.uk

Grant Thornton UK LLP is a limited liability partnership registered in England and Wales. No. OC307742. Registered office: Grant Thornton House, Melton Street, Euston Square, London NW1 2EP. A list of members is available from our registered office.

Grant Thornton UK LLP is authorised and regulated by the Financial Services Authority for investment business.