

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

# 155(6)a

CHFP025

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

03704349

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

Name of company

\* SMITHS OF SMITHFIELD LIMITED ("Company")

\* insert full name  
of company

I/We            PLEASE SEE SCHEDULE 1 ATTACHED

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

† delete as appropriate

~~XXXXXXXXXXXXXX~~ [the sole director] all the directors† of the above company do solemnly and sincerely declare that:

The business of the company is:

§ delete whichever  
is inappropriate

~~(b) That of a Federal Reserve Bank; licensee institution; within the meaning of the Banking Act of 1933.~~

~~(b) That if a person authorised under section 90A of the Insurance Companies Act 1982 to carry on~~

XX  
 instance business in the United Kingdom  
 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] [XXXXXXXXXXXXXXXXXXXXXXXXXXXX]

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

~~XXXXXXXXXXXXXXXXXXXX~~  
~~Purchase of the acquisition~~

The number and class of the shares acquired or to be acquired is: 6,482 Ordinary Shares of

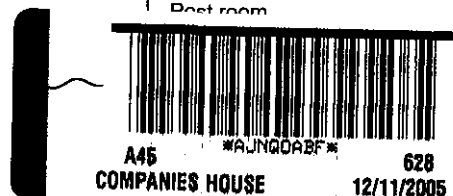
£1.00 each

Presentor's name address and reference (if any) :

Kennedys  
Longbow House  
14-20 Chiswell Street  
London EC1Y 4TW

For official Use  
General Section

Doest room



The assistance is to be given to: (note 2) Korado Limited, a company registered in England  
& Wales (registered number 03744741) whose registered office is at Clive House,  
12-18 Queens Road, Weybridge, Surrey KT13 9XB ("Korado").

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legibly, preferably  
in black type, or  
bold block  
lettering

The assistance will take the form of:

The execution and delivery by the Company of the following documents and  
the Company fulfilling its obligations under them:-

- (1) a mortgage debenture over the assets of the Company in favour of The  
Royal Bank of Scotland plc acting as agent for National Westminster Bank  
plc ("Bank") ("Debenture"); and
- (2) a cross composite guarantee between the Company and the other  
companies within the Korado Group, guaranteeing payment to the Bank of the  
Korado Group's liabilities to the Bank, which shall be unlimited (the  
"Guarantee").

The person who ~~has acquired~~ will acquire† the shares is:

† delete as  
appropriate

Korado

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

Please see Schedule 2 attached.

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

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

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

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

☒ 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) ☒ 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) ~~It is intended to commence the winding up of the company within 12 months of that date, and that we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding up.]~~\* (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

9 Chiswick High Rd  
London W4 2ND

Declarants to sign below

Day Month Year

on 

0	2	1	1	2	0	0	5
---	---	---	---	---	---	---	---

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.

J. Solnick  
Solicitor

9 Chiswick High Road  
London W4 2ND

## 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

Smiths of Smithfield Limited - Company Number 03704349  
Form 155(6)(a)

These are the Schedules to the Statutory Declaration on Form 155(6)(a) made by  
the directors of the Company

SCHEDULE ONE

DIRECTORS' DETAILS

No.	Name	Address
1	Rolf Hugo Munding	18 Cowcross Street London EC1M 6DR
2	Hugh Vivian Williams	38 Esmond Road Chiswick, W4 1JQ
3	John Torode	163 Sternhold Avenue London SW2 4PF

## SCHEDULE TWO

### PRINCIPAL TERMS ON WHICH THE ASSISTANCE WILL BE GIVEN

1 The principal terms of the Debenture are:

By entering into the Debenture in favour of the Bank, the Company will:

1.1 covenant with the Bank to discharge on demand the Company's Obligations (when the Company's Obligations become due);

1.2 as continuing security for the discharge of the Company's Obligations and with full title guarantee charge to the Bank:

1.2.1 by way of legal mortgage all the freehold and leasehold property now vested in or charged to the Company including any Registered Land (as defined therein);

1.2.2 by way of fixed charge:

(a) 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 way of legal mortgage);

(b) all fixtures and fittings from time to time attached to any freehold and leasehold property of the Company;

(c) 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;

(d) all furniture furnishings equipment tools and other chattels of the Company present and future not regularly disposed of in the ordinary course of business;

(e) all rents receivable from any lease granted out of any freehold and leasehold property of the Company;

(f) all the goodwill and uncalled capital of the Company present and future;

- (g) 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;
- (h) all stocks shares and other securities of the Company present and future (other than those in a subsidiary) and all income and rights derived from or attaching to the same;
- (i) all Intellectual Property Rights (as defined therein) 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;
- (j) 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;
- (k) 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;
- (l) 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 this deed permit the Company to make withdrawals from time to time;

1.2.3 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;

1.2.4 at its own cost at the Bank's request execute any deed or document and take any action required by the Bank to perfect this security or further to secure on the Property the Company's Obligations.

In this paragraph 1 the following word shall have the following meaning:

**"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.

2 The principal terms of the Guarantee are:

2.1 Under the terms of the Guarantee, the Company will in consideration of the Bank giving time or credit or banking facilities to any one or more of the Companies (as defined therein):

(a) jointly and severally guarantee to discharge on demand all the Obligations of each Debtor with Interest from the date of demand;

(b) 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 the 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; and

2.2 agree to pay Expenses to the Bank on demand.

2.3 the Guarantee is a continuing security;

2.4 the Guarantee applies to all monies owed to the Bank and until all such monies have been paid in full:

2.4.1 the Company shall not be entitled to participate in any security held by the Bank or money received by the Bank; nor

2.4.2 enforce any right or claim against any member of the Korado Group or their respective estates in competition with or in priority to the Bank.

In this paragraph 2 the following words shall have the following meanings:

**"Companies"** means the Company and Korado Limited.

**"Debtors"** means each and any of the Companies.

**“Guarantors”** means all the Companies.

**“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 and Expenses payable by each Debtor



Our Ref: MR/HK/KM/6689  
Your Ref:

**STRICTLY PRIVATE & CONFIDENTIAL**

The Directors  
Smiths of Smithfield Limited  
67-77 Charterhouse Street  
Smithfield  
London EC1M 6HJ

**Arram Berlyn Gardner**

30 City Road  
London EC1Y 2AB

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**Fax:** 020 7330 0001  
**e:** abg@abgggroup.co.uk  
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Julie Piper FCA  
Paul Morris ACA

**Consultants**

Lennard Lazarus FCA  
Harvey J Rose FCA CTA

**Associates**

Gerald Berlyn FCA  
Sean Scahill FCII FSFA

Dear Sirs

**AUDITORS REPORT PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985**

We have examined the attached Statutory Declaration of the Directors dated the 2<sup>nd</sup> day of November 2005 in connection with the proposal that the Company should give financial assistance for the purchase of 6,482 ordinary shares of £1 each of the company's Ordinary Shares.

We have enquired into the state of the Company's affairs so far as necessary for us to review the basis for the Statutory Declaration.

We are not aware of anything to indicate the opinion expressed by the Directors in their declaration as to any of the matters mentioned in Section 156(2) of the Companies Act is unreasonable in all the circumstances.

Yours faithfully



**ARRAM BERLYN GARDNER**

Dated the 2<sup>nd</sup> day of November 2005

Chartered Accountants  
Registered Auditors  
Business Advisors

A member of The CharterGroup  
Partnership with world wide  
representation

Regulated by the Institute  
of Chartered Accountants  
in England and Wales for  
a range of investment  
business activities