

The assistance is to be given to (note 2) Willow Holdings Limited of 57 Grove Close, Thulston, Derby
Derbyshire DE72 3EY (the "Purchaser")

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

See Appendix A

The person who [has acquired] ~~100,000,000~~ † the shares is

† delete as
appropriate

The Purchaser

The principal terms on which the assistance will be given are

See Appendix B

The amount of cash to be transferred to the person assisted is £ Appendix C

The value of any asset to be transferred to the person assisted is £ 2,200,000

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

* 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)

- [illegible]

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 Guelphards 1, Pride Place
Pride Park Derby

Declarants to sign below

Doll

on

Day	Month	Year
30	07	2008

before me PGRETBATCH

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

**Appendices to Form 155(6)a in relation to
Orchard Private Day Nurseries Limited (Company Number 03704595)**

('the Company')

The definitions used in this Appendix A shall have the meanings given to them in Appendix D.

Appendix A – form of assistance

The assistance will take the form of the execution and delivery by the Company of the following documents (as the same may be amended, varied, supplemented or substituted from time to time), and the Company fulfilling its obligations under them

- 1 Debenture (the “**Debenture**”) to be entered into by the Company in favour of the Bank as security for the Company’s liabilities to the Bank under the Cross Guarantee.
- 2 Cross Guarantee (the “**Cross Guarantee**”) to be entered into by the Company in favour of the Bank pursuant to which the Company guarantees all monies and liabilities at any time owing to the Bank by the Purchaser
- 3 a loan agreement (‘the **Inter-Company Loan Agreement**’), under which the Company agrees to lend to the Purchaser the maximum sum of £5,000,000, repayable on demand
- 4 the transfer (“the **Transfer**”) of the Properties to the Purchaser to be entered into post-acquisition

Also

- 5 the discharge of any professional fees, costs and expenses which may be paid by the Company in relation to the acquisition to a maximum sum (including VAT) of up to £50,000 (the “**Expenses**”)

Handwritten signature and initials, possibly 'JST' and 'DJ', in the bottom right corner of the page.

Appendix B – principal terms of the assistance

The definitions used in this Appendix B shall have the same meanings given to them in appendix D.

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

- 1 under the Cross Guarantee, the Company undertakes to discharge its own liabilities and obligations to the Bank and guarantees the liabilities and obligations of the Purchaser to the Bank together with interest and costs as provided therein. Such liabilities will include indebtedness to be incurred by the Purchaser for the purpose of the acquisition of the Company's shares by it
- 2 under the Debenture, the Company charges in favour of the Bank its assets and undertaking as security for its obligations to the Bank under the Cross Guarantee
- 3 under the Inter-Company Loan Agreement the Company agrees to provide the Purchaser with monies that are to be used in whole or part for the purposes of the acquisition of shares in the Company and to leave the purchase price of the Properties outstanding under the terms of the Inter-Company Loan Agreement
- 4 under the Transfer the Properties are to be purchased from the Company by the Purchaser at market value which price will remain outstanding as a debt repayable to the Company on demand by the Company from time to time. Such Properties will be charged to the Bank by the Purchaser to secure the indebtedness referred to in paragraph 1 above
- 5 the discharge of the Expenses by the Company

Handwritten initials: M4 and D2

Appendix C

The definitions used in this Appendix C shall have the meanings given to them in Appendix D.

Amount of Cash Transferred to the Person Assisted.

Pursuant to the terms of the Inter Company Loan Agreement the Company will make loans to the Purchaser in such amounts and at such times as agreed from time to time pursuant to the terms of the Inter Company Loan Agreement to a maximum sum of £5,000,000

*Res
JW*

Appendix D

Bank	National Westminster Bank plc
Purchaser	Willow Holdings Limited Registered number 06618955 and whose registered office is at 57 Grove Close, Thulston, Derby DE72 3EY
Properties	92 Derby Road, Chellaston, Derby DE73 6RF (registered under title number DY31038) 104 Derby Road, Chellaston, Derby DE73 1RF (registered under title number DY243363) 129 Derby Road, Chellaston, Derby DE73 5SB (registered under title number DY14453)

Kit
DW

Auditors' Report on the Statutory Declaration to the Directors of Willoe Holdings Limited and its Subsidiary Companies

We have considered the solvency of the companies in accordance with S155 of the Companies Act 1985.

Use of report

This report is made solely for the use of the directors, as a body, of Willoe Holdings Limited and its Subsidiary Companies, and solely for the purpose of reporting on the Declaration of Solvency on these entities, in accordance with the terms of our engagement letter dated 18 July 2008.

Our work has been undertaken so that we might report to the directors those matters that we have agreed to state to them in this report and for no other purpose. Our report must not be recited or referred to in whole or in part in any other document nor made available, copied or recited to any other party, in any circumstances, without our express prior written permission.

To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the directors as a body, Willoe Holdings Limited and its Subsidiary Companies for our work, for this report or for the opinions we have formed

Respective responsibilities

The directors' responsibilities are to provide the records and relevant information upon which they are relying on to form their opinion and upon which we are reporting. Our responsibility is to form an independent opinion, based on the work carried out in relation to our examination of these records of Willoe Holdings Limited and its Subsidiary Companies.

Criteria and scope

We conducted our engagement in accordance with International Standard on Assurance Engagements (ISAE) 3000 and the Institute of Chartered Accountants in England and Wales Technical Release AAF 01/06.

Our work was based upon obtaining an understanding of the directors' opinion of the financial statements and up to date financial information provided to ensure the state of affairs at the date of this report is satisfactory and the assumption that the company remains solvent and will be able to meet its liabilities for the next 12 months is reasonable

Inherent limitations

Our opinion is based on historical information, and the projection of any information or conclusions in the attached report which are further subject to the accuracy of the information provided to us.

Opinion

We have enquired into the state of affairs of the company and in our opinion there is nothing to indicate that the opinion expressed by the directors in the Statutory Declaration as to any matters are unreasonable in all the circumstances.

 FCA

M J Shapcott & Co Limited
Registered Auditors and Chartered Accountants
Derby

30 July 2008