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CHFP021

Please do not
write in
this margin

COMPANIES FORM No. 155(6)b

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

155(6)b

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

--	--	--

04456791

Name of company

* BRAKE BROS FINANCE LIMITED

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

* insert full name
of company

W/We ~~Ø~~ MATTHEW FEARN OF BEACONHURST, 18 BEACONFIELD, SEVENOAKS, KENT, TN13

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

2NH and FRANCIS MCKAY OF ENTERPRISE HOUSE, EUREKA BUSINESS PARK, ASHFORD,
KENT, TN25 4AG

† delete as
appropriate

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

§ delete whichever
is inappropriate

The business of the company is

- (a) ~~that of a recognised bank or person authorised within the meaning of the Banking Act 1979~~
(b) ~~that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on insurance business in the United Kingdom~~
(c) something other than the above§

The company is ~~the~~ [a] holding company of W. Pauley & Co Limited (02214989)

which is

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

in ~~this company~~ [Brake Bros Holding I Limited (04465140)]

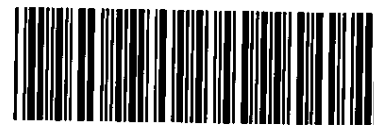
the holding company of this company]†

Presenter's name address and
reference (if any)

For official Use (02/06)
General Section

Post room

TUESDAY



LUPY1VLJ

LD6

18/12/2007

129

COMPANIES HOUSE

The assistance is for the purpose of [that acquisition]~~reducing or discharging a liability incurred for the purpose of that acquisition~~ † (note 1)

Please do not
write in
this margin

The number and class of the shares acquired or to be acquired is PLEASE SEE SECTION A OF THE
ADDENDUM TO THIS FORM 155(6)B

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

The assistance is to be given to (note 2) CUCINA ACQUISITION (UK) LIMITED (6279225) WHOSE
REGISTERED ADDRESS IS ENTERPRISE HOUSE, EUREKA BUSINESS PARK, ASHFORD, KENT,
TN25 4AG

The assistance will take the form of

PLEASE SEE SECTION B OF THE ADDENDUM TO THIS FORM 155(6)B

The person who [has acquired]~~will acquire~~ the shares is

† delete as
appropriate

CUCINA ACQUISITION (UK) LIMITED (6279225) WHOSE REGISTERED ADDRESS IS
ENTERPRISE HOUSE, EUREKA BUSINESS PARK, ASHFORD, KENT, TN25 4AG

The principal terms on which the assistance will be given are

SEE SECTION C OF THE ADDENDUM TO THIS FORM 155(6)B

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

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 TODAY

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

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

~~1~~ 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) ~~1~~ 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)

~~(b) It is intended to commence the winding-up of this company within 12 months of that date and we have formed the opinion that this company will be able to pay its debts in full within 12 months of the commencement of the winding-up.* (note 3)~~

And ~~1~~ we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835

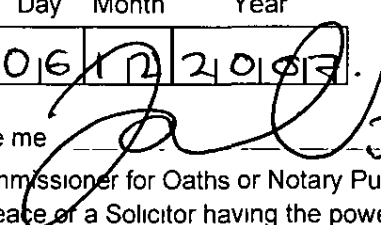
Declared at 10 Southampton Street,
London, WC2A 7HA

Declarants to sign below

on

Day	Month	Year
06	12	2007

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

TREDAKOS LLP

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

DX 33050 Cardiff

or, for companies registered in Scotland -

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

DX 235 Edinburgh

or LP-4 Edinburgh 2

ADDENDUM

Statutory Declaration in the Prescribed Form

Form 155(6)(b)

Brake Bros Finance Limited
(Company Number 04456791)

in relation to

W. Pauley & Co Limited
(Company Number 02214989)

(the “Subsidiary”)

Definitions

In this Form 155(6)b

“**Accession Agreement**” means an Issuing Bank Accession Agreement or an Obligor Accession Agreement,

“**Accounting Standards**” means accounting standards which, as at 12 October 2007, are

- (a) in the case of Accounts of the Original Borrower, generally accepted in the United Kingdom and approved by the relevant regulatory or other accounting bodies in the United Kingdom, and
- (b) in the case of Accounts of any other member of the Group, generally accepted in the jurisdiction of incorporation of that member of the Group and approved by the relevant regulatory or other accounting bodies in that jurisdiction;

“**Accounts**” means each set of financial statements required to be prepared by a member of the Group and supplied to the Facility Agent under the Facilities Agreement,

“**Acquisition**” means the acquisition by the Original Borrower of the Target Group in accordance with the Acquisition Documents,

“**Acquisition Documents**” means the implementation agreement dated 29 June 2007 between Brake Bros Limited Partnership, Brake Bros Holding I Limited and Bannerbrick Limited (now Cucina Acquisition (UK) Limited), the Offer Document and all other material documents relating to the Acquisition,

“**Additional Borrower**” means a member of the Group which becomes a Borrower after the date of the Facilities Agreement under Clause 32.13 (*Additional Obligors*) of the Facilities Agreement,

“**Additional Guarantor**” means a member of the Group which becomes a Guarantor after the date of the Facilities Agreement under Clause 32.13 (*Additional Obligors*) of the Facilities Agreement,

“Administrative Party” means the Facility Agent or the Security Agent,

“Agents Spot Rate of Exchange” means the Facility Agent’s spot rate of exchange for the purchase of the relevant currency in the London foreign exchange market with the Base Currency as of 11 00a m on a particular day,

“Ancillary Facility” means any facility or financial accommodation, including any overdraft, foreign exchange, guarantee, bonding, documentary or standby letter of credit, credit card or automated payments facility, established by a Senior Lender under Clause 8 (*Ancillary Facilities*) of the Facilities Agreement in place of all or part of its Revolving Credit Commitment,

“Ancillary Facility Document” means any document evidencing an Ancillary Facility,

“Ancillary Lender” means a Senior Lender which is making available an Ancillary Facility,

“Ancillary Outstandings” means, for an Ancillary Facility at any time, the Base Currency Equivalent on that date of the aggregate of all of the following amounts (as calculated by the relevant Ancillary Lender) outstanding at that time under that Ancillary Facility

- (a) all amounts of principal then outstanding under any overdraft, cheque drawing or other account facilities determined on the same basis (whether net or gross) as that for determining any limit on those facilities imposed by the terms of that Ancillary Facility,
- (b) the maximum potential liability (excluding amounts stated to be in respect of interest and fees) under all guarantees, bonds and letters of credit then outstanding under that Ancillary Facility, and
- (c) in respect of any other facility or financial accommodation, such other amount as fairly represents the aggregate exposure of that Ancillary Lender under that facility or accommodation, as reasonably determined by that Ancillary Lender from time to time in accordance with its usual banking practice for facilities or accommodation of the relevant type,

“Arrangers” means Barclays Capital (the investment banking division of Barclays Bank PLC), J P Morgan plc and the Royal Bank of Scotland plc as mandated lead arrangers and bookrunners under the Facilities Agreement,

“Assigned Account” means each Blocked Account and any other Account that may from time to time be identified in writing as an Assigned Account by the Security Agent,

“Barclays Account” means the account maintained with Barclays Bank PLC by the Original Chargor details of which are set out in the Debenture,

“Base Currency” means Sterling,

“Base Currency Equivalent” means

- (a) for an amount expressed or denominated in any currency other than the Base Currency, the equivalent of that amount in the Base Currency converted at the Agent’s Spot Rate of Exchange on the date of the relevant calculation, and

(b) for an amount expressed or denominated in the Base Currency, that amount,

“Blocked Account” means a bank account opened in the name of an Obligor with the Facility Agent and secured in favour of the Senior Lenders (on terms satisfactory to the Facility Agent),

“Borrower” means an Original Borrower or an Additional Borrower,

“Charged Property” means all assets and undertaking of each Chargor which from time to time are the subject of the security created or expressed to be created in favour of the Security Agent by or pursuant to the Debenture or any Mortgage or by law,

“Chargors” means the Original Chargor and any other member of the Group which has become a Chargor under the Debenture by executing a Security Accession Deed and **“Chargor”** means any of them;

“Commitment Letter” means the commitment letter dated 12 July 2007 and made between Barclays Capital, Barclays Bank PLC, J P Morgan plc, J P Morgan Chase Bank N.A , Cucina Finance (UK) Limited and the Original Borrower together with the Accession Letter dated 12 July 2007 and made between the Arrangers, Barclays Bank PLC, J P Morgan Chase Bank, N A , Cucina Finance (UK) Limited and the Original Borrower together with the letters of the same date setting out further details of the terms of that commitment,

“Compliance Certificate” means a certificate, substantially in the form of Schedule 9 (*Form of Compliance Certificate*) to the Facilities Agreement,

“Contract of Sale” has the meaning given to such term in the Receivables Financing Facility Documents (as such term is defined in the Facilities Agreement),

“Credit” means a Loan or a Letter of Credit,

“Debenture” means the debenture dated 12 October 2007 and granted by Cucina Acquisition (UK) Limited as Original Chargor in favour of the Security Agent,

“Debenture Accounts” means (other than any Trust Accounts) the Barclays Account and any other account opened or maintained by a Chargor with the Security Agent or any other bank or financial institution (and any replacement account or subdivision or sub-account of that account), the debt or debts represented thereby and all Related Rights,

“Delegate” means any delegate, agent, attorney or co-agent appointed by the Security Agent,

“Distribution Letter” means the letter dated 12 July 2007 between the Arrangers, Cucina Finance (UK) Limited, the Original Borrower and others,

“Event of Default” means an event specified as such in Clause 24 (*Default*) of the Facilities Agreement,

“Excluded Debt Claims” means any debts and any proceeds of such debts and any related rights to such debts which are assigned, purportedly assigned or are intended to be assigned to Barclays Bank PLC (acting through its sales finance division) under the Receivables Financing Facility Documents (as such term is defined in the Facilities Agreement) provided

that to the extent that any such debts, proceeds of such debts or related rights are re-assigned to the relevant Chargors, they shall constitute Monetary Claims,

“Facilities Agreement” means the senior facilities agreement dated 12 October 2007 and made between, inter alios, Barclays Capital (the investment banking division of Barclays Bank PLC), J P Morgan plc and the Royal Bank of Scotland plc as mandated lead arrangers and bookrunners, Cucina Acquisition (UK) Limited as borrower, Barclays Bank PLC as facility agent, Barclays Bank PLC as security agent and the persons named in that senior facilities agreement as lenders,

“Facility” is as defined in the Facilities Agreement,

“Facility Agent” means Barclays Bank PLC as facility agent under the Facilities Agreement,

“Fee Letter” means

- (a) the fee letter dated 12 July 2007 between the Arrangers, Cucina Finance (UK) Limited, the Original Borrower and others relating to the arrangement fees referred to in Clause 28.2 (*Arrangement fee*) of the Facilities Agreement, and
- (b) any letter entered into by reference to the Facilities Agreement between one or more Administrative Parties and the Original Borrower setting out the amount of certain fees referred to in the Facilities Agreement,

“Finance Documents” means

- (a) the Facilities Agreement,
- (b) the Commitment Letter,
- (c) a Fee Letter,
- (d) the Distribution Letter,
- (e) an Accession Agreement,
- (f) a Transfer Certificate,
- (g) an Ancillary Facility Document,
- (h) the Hedging Letter,
- (i) a Hedging Agreement,
- (j) a Security Document,
- (k) the Intercreditor Agreement,
- (l) a Compliance Certificate,
- (m) a Request,
- (n) a Letter of Credit,

- (o) the Report Proceeds Side Letter, and
- (p) any other document designated as such by the Facility Agent and the Original Borrower,

“Finance Party” means a Senior Lender, the Arrangers, the Facility Agent, the Security Agent, the Issuing Bank, any Ancillary Lender or a Hedging Counterparty,

“Group” means the Original Borrower and each of its Subsidiaries (which for the avoidance of doubt includes the Target and the Target Group),

“Guarantor” means the Original Guarantor or an Additional Guarantor,

“Hedging Agreement” means any agreement entered into or to be entered into by an Obligor and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to the Facilities in accordance with the Facilities Agreement,

“Hedging Letter” means a letter dated on or about the date of the Facilities Agreement between the Original Borrower and the Facility Agent relating to the interest rate hedging to be effected by the Group,

“Hedging Counterparty” means any financial institution which becomes a Party in accordance with the terms of Clause 6 (*Hedge Counterparties Rights and Obligations*) under the Intercreditor Agreement or Clause 17.4 (*Change of Hedge Counterparty*) under the Intercreditor Agreement,

“Insurance Policy” means any policy of insurance in which a Chargor may from time to time have an interest,

“Intellectual Property” means any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights,

“Intercreditor Agreement” means the intercreditor agreement dated 12 October 2007 and made between, inter alios, Barclays Bank PLC as facility agent for the senior lenders, Barclays Bank PLC, J P Morgan Chase Bank, N A and The Royal Bank of Scotland plc as senior lenders, Cucina Acquisition (UK) Limited in its capacity as original obligor under the Facilities Agreement, Cucina Finance (UK) Limited, Cucina Acquisition (UK) Limited as an intra-group lender and Barclays Bank PLC as security agent for the secured parties,

“Investments” means

- (a) any stocks, shares, debentures, securities and certificates of deposit (but not including the Shares),
- (b) all interests in collective investment schemes,
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),

in each case whether held directly by or to the order of any Chargor or by any Security Agent, trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such Security Agent, trustee, nominee, fiduciary or clearance system),

“Issuing Bank” means Barclays Bank PLC as issuing bank under the Facilities Agreement,

“Issuing Bank Accession Agreement” means an agreement substantially in the form of Part II of Schedule 10 (*Form of Accession Agreements*) to the Facilities Agreement, with such amendments as the Facility Agent and the Original Borrower may agree,

“Lenders” means the Senior Lenders and the Hedge Counterparties,

“Letter of Credit” means a letter of credit, guarantee, bond or other instrument issued or to be issued by the Issuing Bank under the Facilities Agreement substantially in the form of Schedule 11 (*Form of Letter of Credit*) to the Facilities Agreement with such amendments as the Issuing Bank and the Original Borrower may agree,

“Loan” means the principal amount of each borrowing under a Facility (other than an Ancillary Facility) or the principal amount outstanding of that borrowing,

“Material Adverse Effect” means a material adverse effect (taking into account, in the case of paragraph (a), funds and insurance and other claims and indemnities available to the Group) on

- (a) the ability of the Group taken as a whole to perform its payment obligations under the Facilities, or
- (b) subject to the Reservations, the validity, legality or enforceability of the material terms of any Finance Document or Security Document to an extent or in a manner which is materially adverse to the interests of the Senior Lenders (taken as a whole),

“Material Contract” means (other than any Contracts of Sale) any written contract to which any Chargor is a party, in respect of which the breach, cancellation or failure to renew that contract could reasonably be expected to have a Material Adverse Effect,

“Monetary Claims” means any book and other debts and monetary claims (other than the Excluded Debt Claims) owing to a Chargor and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investments, the proceeds of any Insurance Policy, any court order or judgement, any contract or agreement to which that Chargor is a party and any other assets, property, rights or undertaking of that Chargor);

“Mortgage” means a mortgage or legal charge in respect of all or any part of the Real Property in accordance with Clause 6 (*Further Assurance*) of the Debenture substantially in the form of Schedule 4 (*Form of Legal Mortgage*) to the Debenture,

“Obligor” means a Borrower or a Guarantor;

‘Obligor Accession Agreement’ means an agreement substantially in the form set out in Part I of Schedule 10 (*Form of Accession Agreements*) to the Facilities Agreement, with such amendments as the Facility Agent and the Original Borrower may agree,

‘Offer Document’ means the document whereby Bannerbrick Limited (now Cucina Acquisition (UK) Limited) made a recommended offer to acquire all the issued or to be issued share capital of Brake Bros Holding I Limited,

“Original Borrower” means Cucina Acquisition (UK) Limited in its capacity as original borrower under the Facilities Agreement,

“Original Chargor” means Cucina Acquisition (UK) Limited in its capacity as original charger under the Debenture,

“Original Guarantor” means Cucina Acquisition (UK) Limited in its capacity as original guarantor under the Facilities Agreement,

“Original Lenders” means Barclays Bank PLC, J P Morgan Chase Bank, N A , and The Royal Bank of Scotland plc each in its capacity as an original lender under the Facilities Agreement,

“Party” means a party to the Intercreditor Agreement,

“Real Property” means

- (a) any freehold, leasehold or immovable property, and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,

and includes all Related Rights;

“Receiver” means a receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Charged Property and that term will include any appointee made under a joint and/or several appointment,

“Related Rights” means in relation to any asset

- (a) the proceeds of sale of any part of that asset,
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and
- (d) any monies and proceeds paid or payable in respect of that asset,

“Report” means the Structure Memorandum and the reports referred to under the heading “Other Documents” and evidence in Part I of Schedule 2 (*Conditions precedent documents*) to the Facilities Agreement,

“Report Proceeds Side Letter” means the letter dated 12 October 2007 from Bain Capital Limited in relation to proceeds received under the Reports,

“Request” means a request for a Credit (including a Rollover Credit) substantially in the form of Schedule 3 (*Form of Request*) to the Facilities Agreement,

“Reservations” means

- (a) the principal that equitable remedies are remedies which may be granted or refused at the discretion of the court, the limitation of enforcement by laws relating to bankruptcy, insolvency, liquidation, reorganisation, court schemes, moratoria, administration and other laws generally affecting the rights of creditors,
- (b) the time barring of claims under applicable limitation laws (including the Limitation Acts), the possibility that an undertaking to assume liability for or to indemnify a person against non-payment of stamp duty may be void, defences of set-off or counterclaim, and
- (c) any other general principals which as are set out as qualifications as to matters of law in the legal opinions delivered to the Facility Agent under Schedule 2 (*Conditions precedent documents*) to the Facilities Agreement,

“Revolving Credit Commitment” means

- (a) for an Original Lender, the amount set opposite its name in Part II of Schedule 1 (*Original Parties*) under the heading Revolving Credit Commitments and the amount of any other Revolving Credit Commitment transferred to it under the Facilities Agreement, and
- (b) for any other Senior Lender, the amount of any Revolving Credit Commitment transferred to it under the Facilities Agreement,

to the extent not cancelled, transferred or reduced under the Facilities Agreement,

“Revolving Credit Facility” means the revolving credit facility referred to in Clause 2.6 (*Revolving Credit Facility*) of the Facilities Agreement,

“Revolving Credit Loan” means a Loan under the Revolving Credit Facility,

“Rollover Credit” means one or more Loans under the Revolving Credit Facility

- (a) made or to be made on the same date that
 - (i) a maturing Revolving Credit Loan or Ancillary Outstandings (by reason of the termination of the relevant Ancillary Facility) are due to be repaid, or
 - (ii) a demand by the Facility Agent or Issuing Bank pursuant to a drawing in respect of a Letter of Credit is due to be met;

- (b) the aggregate amount of which is equal to or less than the maturing Revolving Credit Loan or the maturing Ancillary Outstandings or the relevant claim in respect of that Letter of Credit,
- (c) in the same currency as the maturing Revolving Credit Loan (unless it arose as a result of the operation of Clause 6 (*Utilisation - Letters of Credit*) of the Facilities Agreement or Clause 9 (*Optional Currencies*)) of the Facilities Agreement or the maturing Ancillary Outstandings or the relevant claim in respect of that Letter of Credit, and
- (d) made or to be made to the same Borrower for the purpose of
 - (i) refinancing that or those maturing Revolving Credit Loan or those Ancillary Outstandings, or
 - (ii) satisfying the relevant claim in respect of that Letter of Credit,

“Secured Obligations” means all obligations covenanted to be discharged by each Chargor in Clause 2 1 (*Covenant to Pay*) of the Debenture,

“Secured Parties” means the Security Agent, any Receiver or Delegate, the Facility Agent, the Issuing Bank, each Hedge Counterparty and each Lender from time to time party to the Facilities Agreement provided that in the case of the Facility Agent and Lenders such person is party to or has acceded to the Intercreditor Agreement in accordance with its terms,

“Security Accession Deed” means a deed of accession executed by a member of the Group in substantially the form set out in Schedule 1 to the Debenture pursuant to which such member of the Group becomes a party to the Debenture as a Chargor,

“Security Agent” means Barclays Bank PLC as security agent and trustee under the Facilities Agreement,

“Security Document” means

- (a) each document referred to in Schedule 7 (*Security Documents*) to the Facilities Agreement or entered or required to be entered into under Clause 25 (*Security*) of the Facilities Agreement, and
- (b) any other document evidencing or creating any guarantee or security over any asset of any Obligor or Cucina Finance (UK) Limited to secure any obligation of any Obligor or Cucina Finance (UK) Limited to a Finance Party under the Finance Documents,

“Senior Lenders” means

- (a) each Original Lender, or
- (b) any person which becomes a Senior Lender after the date of the Facilities Agreement under Clause 32 2 (*Assignments and transfers by Lenders*) of the Facilities Agreement;

“Shares” means all of the shares in the capital of each of the companies specified in Column B of the table set out in Schedule 2 (*Details of Shares*) to the Debenture held by, to the order or on behalf of each company specified in relation thereto in Column A of the table set out in Schedule 2 (*Details of Shares*) to the Debenture at any time,

“Specific Contracts” means the Hedging Agreement, the Acquisition Documents (other than any disclosure letters) and any Material Contract,

“Sterling” means the lawful currency of The United Kingdom of Great Britain and Northern Ireland,

“Structure Memorandum” means the tax structure memorandum prepared by Ernst & Young entitled “Cooler Tax Structure Memorandum” in the agreed form,

“Subsidiary” means

- (a) an entity of which a person has direct or indirect control or owns directly or indirectly more than 50 per cent of the voting capital or similar right of ownership and control for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise; or
- (b) an entity treated as a subsidiary in the financial statements of any person pursuant to the Accounting Standards,

“Tangible Moveable Property” means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time forming part of each Chargor’s stock in trade or work in progress) and all Related Rights,

“Target” means Brake Bros Holding I Limited,

“Target Group” means the Target and its Subsidiaries,

“Transfer Certificate” means

- (a) for a transfer by assignment, release and accession, a certificate substantially in the form of Part I of Schedule 5 (*Form of Transfer Certificates*) to the Facilities Agreement; and
- (b) for a transfer by novation, a certificate substantially in the form of Part II of Schedule 5 (*Form of Transfer Certificates*) to the Facilities Agreement,

in each case, with such amendments as the Facility Agent may approve or require (in each case, acting reasonably) or any other form agreed between the Facility Agent and the Original Borrower,

“Trust Account” has the meaning given to such term in the Receivables Financing Facility Documents (as such term is defined in the Facilities Agreement)

All capitalized terms used but not defined in this Addendum shall have the meanings set forth in the Facility Agreement

Section A

The number and class of shares acquired is 11,921,646 38 A ordinary shares of 1p each, 434,281 45 B ordinary shares of 1p each, 325,930 984 C1 ordinary shares of 1p each, 375,063 687 C2 ordinary shares of 1p each, 11,655 99 C2 special award shares of 1p each, 70,901 313 C3 ordinary shares of 1p each, 470,498 839 C4 ordinary shares of 1p each and 2,911,869 deferred shares of 1p each

Section B

The assistance will take the form of the Subsidiary entering into the following documents (as they may be amended, varied, supplemented, confirmed, novated or substituted from time to time) together with the performance by the Subsidiary of other acts in connection with the acquisition of shares, the financing of that acquisition or discharge of liabilities incurred for the purposes of that past acquisition

- 1 an obligor accession agreement to the Facilities Agreement whereby the Subsidiary will be acceding as an Additional Guarantor to the Facilities Agreement,
- 2 a security accession deed (the “**Security Accession Deed**”) to the Debenture whereby the Subsidiary will be acceding as a Chargor to the Debenture and thereby shall, inter alia, (i) covenant with the Security Agent the discharge of all obligations which each Obligor may at any time have to the Security Agent (whether for its own account or as security agent for the Secured Parties) or any of the other Secured Parties under or pursuant to the Finance Documents (including the Debenture and any Mortgage) including any liability in respect of any further advances made under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) and to pay to the Security Agent when due and payable every sum at any time owing, due or incurred by each Chargor (as such term is defined in the Debenture) to the Security Agent (whether for its own account or as security agent for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities, and (ii) grant fixed and floating charges over, inter alia, its property, assets and securities for the benefit of the Security Agent as more particularly set out therein,
- 3 an obligor accession deed to the Intercreditor Agreement whereby the Subsidiary will be acceding as an Obligor to the Intercreditor Agreement and thereby shall undertake, inter alia, to comply with the order of priorities more particularly set out therein,
- 4 any intra-group loans which may be put in place from time to time between the Subsidiary and Cucina Acquisition (UK) Limited or any other member of the Group to service debt payments and any working capital requirements of the Group or any other member of the Group,
- 5 any Mortgage or security over Real Property which may be put in place from time to time by the Subsidiary in favour of the Security Agent pursuant to the terms of the Debenture,

(together the “**Financial Assistance Documents**”), and

- 6 the payment by the Subsidiary of the professional fees of its auditors incurred in the production of their report required under Section 156(4) of the Companies Act 1985 and the payment by the Subsidiary of any and all transaction costs related to the acquisition including but not limited to costs associated with the professional fees of its auditors not related to the production of their report under section 156(4) of the Companies Act

Section C

The principal terms on which the assistance is given are

- 1) By acceding to the Facilities Agreement the Subsidiary will become an Additional Guarantor, pursuant to Section 32 13 (*Additional Guarantors*) of the Facilities Agreement and shall be bound by the terms of the Facilities Agreement
- 2) As an Additional Guarantor under the Facilities Agreement the following principle terms apply

(a) Guarantee and indemnity

The Subsidiary, together with the other Guarantors, jointly and severally and irrevocably and unconditionally

- (i) guarantees to each Finance Party due and punctual performance by each Obligor of all its obligations under the Finance Documents,
- (ii) undertakes with each Finance Party that, whenever an Obligor does not pay any amount when due under or in connection with any Finance Document, it must immediately on demand by the Facility Agent pay that amount as if it were the principal obligor in respect of that amount, and
- (iii) indemnifies each Finance Party immediately on demand against any loss or liability suffered by that Finance Party if any obligation expressed to be guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the loss or liability under this indemnity will be equal to the amount the Finance Party would otherwise have been entitled to recover

(b) Continuing Guarantee

The guarantee is a continuing guarantee and will extend to the ultimate balance of all sums payable by any Obligor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part

(c) Reinstatement

- (i) If any discharge (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) or arrangement is made in whole or in part on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation, administration or otherwise without limitation, the liability

of each Guarantor under the guarantee and indemnity given will continue or be reinstated as if the discharge or arrangement had not occurred

- (ii) Each Finance Party may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration

(d) Waiver of defences

The obligations of each Guarantor under the guarantee and indemnity given will not be affected by an act, omission or thing which, but for the guarantee and indemnity given, would reduce, release or prejudice any of its obligations under such guarantee and indemnity (whether or not known to it or any Finance Party) This includes

- (i) any time or waiver granted to, or composition with, any person,
- (ii) any release of any person under the terms of any composition or arrangement,
- (iii) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any person
- (iv) any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security,
- (v) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person,
- (vi) any amendment (however fundamental) of a Finance Document or any other document or security,
- (vii) any unenforceability, illegality, invalidity or non-provability of any obligation of any person under any Finance Document or any other document or security or the failure by any member of the Group to enter into or be bound by any Finance Document, or
- (viii) any insolvency or similar proceedings

(e) Guarantor Intent

Without prejudice to the generality of Clause 19.4 (*Waiver of Defences*) to the Facilities Agreement (as set out above at Section C paragraph 2) (d) of this Addendum), each Guarantor expressly confirms that it intends that the guarantee and indemnity given shall extend from time to time to any (however fundamental and of whatsoever nature and whether or not more onerous) variation, increase, extension or addition of or to any of the Finance Documents and/ or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following business acquisitions of any nature, increasing working capital, enabling investor distributions to be made, carrying out restructurings,

refinancing existing facilities, refinancing any other indebtedness, making facilities available to new borrowers, any other variation or extension of the purposes for which any such facility or amount might be made available from time to time, and any fees, costs and/ or expenses associated with any of the foregoing

(f) Immediate Recourse

- (i) Each Guarantor waives any right it may have of first requiring any Finance Party (or any trustee or agent on its behalf) to proceed against or enforce any other right or security or claim payment from any person or file any proof or claim in any insolvency, administration, winding-up or liquidation proceedings relative to any other Obligor or any other person before claiming from that Guarantor under the guarantee and indemnity given
- (ii) This waiver applies irrespective of any law or any provision of a Finance Document to the contrary

(g) Appropriations

Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full, each Finance Party (or any trustee or agent on its behalf) may without affecting the liability of any Guarantor under the guarantee and indemnity given

- (i)
 - (A) refrain from applying or enforcing any other moneys, security or rights held or received by that Finance Party (or any trustee or agent on its behalf) against those amounts, or
 - (B) apply and enforce them in such manner and order as it sees fit (whether against those amounts or otherwise), and
- (ii) hold in an interest-bearing suspense account any moneys received from any Guarantor or on account of that Guarantor's liability under the guarantee and indemnity.

(h) Non-competition

Unless

- (i) all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full, or
 - (ii) the Facility Agent otherwise directs,
- no Guarantor will, after a claim has been made or by virtue of any payment or performance by it under the guarantee and indemnity given

- (A) be subrogated to any rights, security or moneys held, received or receivable by any Finance Party (or any trustee or agent on its behalf),
- (B) be entitled to any right of contribution or indemnity in respect of any payment made or moneys received on account of that Guarantor's liability under the guarantee and indemnity given,
- (C) claim, rank, prove or vote as a creditor of any Obligor or its estate in competition with any Finance Party (or any trustee or agent on its behalf), or
- (D) receive, claim or have the benefit of any payment, distribution or security from or on account of any Obligor, or exercise any right of set-off as against any Obligor

Each Guarantor must hold in trust for and must immediately pay or transfer to the Facility Agent for the Finance Parties any payment or distribution or benefit of security received by it contrary to Clause 19.8 of the Facilities Agreement (as set out in this Section C paragraph 2) (h) of this Addendum) or in accordance with any directions given by the Facility Agent under Clause 19.8 of the Facilities Agreement (as set out in this Section C paragraph 2) (h) of this Addendum)

(i) Release of Guarantors Right of Contribution

If any Guarantor ceases to be a Guarantor in accordance with the terms of the Finance Documents for the purpose of any sale or other disposal of that Guarantor

- (i) the Guarantor will be released by each other Guarantor from any liability whatsoever to make a contribution to any other Guarantor arising by reason of the performance by any other Guarantor of its obligations under the Finance Documents, and
- (ii) each other Guarantor will waive any rights it may have by reason of the performance of its obligations under the Finance Documents to take the benefit (in whole or in part and whether by way of subrogation or otherwise) or any right of any Finance Party under any Finance Document or of any other security taken under, or in connection with, any Finance Document where the rights or security are granted by or in relation to the aspects of the retiring Guarantor

- 3) As a Guarantor under the Facilities Agreement the Subsidiary will give a number of representations and warranties to the Facility Agent and the Finance Parties
- 4) By acceding to the Debenture the Subsidiary will become a Chargor, pursuant to the Debenture and shall be bound by the terms of the Debenture
- 5) By entering into the Debenture the Subsidiary has

- (a) charged with full title guarantee in favour of the Security Agent as security agent for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Subsidiary at the date of the Security Accession Deed shall be a charge by way of legal mortgage) all the Subsidiary's right, title and interest from time to time in and to (subject to obtaining any necessary consents to such mortgage or fixed charge from any third party)
 - (i) the Real Property,
 - (ii) the Tangible Moveable Property,
 - (iii) the Debenture Account(s),
 - (iv) the Intellectual Property,
 - (v) any goodwill and rights in relation to the uncalled capital of the Subsidiary,
 - (vi) the Investments,
 - (vii) the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise), and
 - (viii) all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture
 - (b) assigned and agreed to assign absolutely with full title guarantee to the Security Agent as security agent for the Secured Parties as security for the payment and discharge of the Secured Obligations all the Subsidiary's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party)
 - (i) the proceeds of any Insurance Policy and all Related Rights,
 - (ii) all rights and claims in relation to any Assigned Account, and
 - (iii) the Specific Contracts
 - (c) charged with full title guarantee in favour of the Security Agent as security agent for the Secured Parties with the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking of the Subsidiary
- 6) The Debenture provides that the floating charge created by the Debenture shall be deferred in point of priority to all fixed Security validly and effectively created by the

Subsidiary under the Finance Documents in favour of the Security Agent as security agent and trustee for the Secured Parties as security for the Secured Obligations

- 7) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to the Debenture
- 8) The Debenture contains covenants for further assurance including an obligation to enter into a legal mortgage, charge or other security at any time over all or any of the Charged Property
- 9) The Debenture contains a negative pledge
- 10) Under the Debenture, the Subsidiary will give a number of representations, warranties and undertakings in favour of the Secured Parties
- 11) By acceding to the Intercreditor Agreement the Subsidiary will become an Obligor, pursuant to Section 17 10 (*New Obligor*) of the Intercreditor Agreement and shall be bound by the terms of the Intercreditor Agreement and thereby undertake, inter alia, to comply with the order of priorities more particularly set out therein

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6 December 2007

Dear Sirs

Report of the Independent Auditor to the directors of Brake Bros Finance Limited pursuant to Section 156(4) of the Companies Act 1985

We report on the attached statutory declaration dated 6 December 2007, prepared pursuant to the Companies Act 1985, in connection with the proposal that the company's subsidiary undertaking, W Pauley & Co Limited, should give financial assistance for the purpose of reducing or discharging liabilities in connection with the purchase of all of the shares of the company's intermediate holding company, Brake Bros Holding I Limited. This report, including the opinion, has been prepared for and only for the company and the company's directors in accordance with Section 156 of the Companies Act 1985 and for no other purpose. We do not, in giving the opinion set out below, accept or assume responsibility for any other purpose or to any other person to whom this report is shown or into whose hands it may come save where expressly agreed by our prior consent in writing.

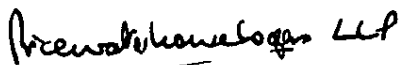
Basis of opinion

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 statutory declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully



PricewaterhouseCoopers LLP
Chartered Accountants and Registered Auditors