

CHFP025

Please do not write in this margin **COMPANIES FORM No. 155(6)**a

Declaration in relation to assistance for the acquisition of shares

155(6)a

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)

Name of company

For official use	Company number
	05415314

Note

Please read the notes on page 3 before completing this form

- * insert full name of company
- ø insert name(s) and address(es) of all the directors

* Boultbee (Lancaster) Limited (the "Company")

XWe @ Everard Nicholas Goodman of 5 Bryanston Court, London WiH 7HA

Adam Hayden Cohen of Baram, 64 Galley Lane, Arkley, Hertfordshire EN5 4AL

Darren John Sharpe of 192 Noak Hill Road, Billericay, Essex CM12 9UX

t delete as appropnate **IDEXIMPTION** [all the directors] † of the above company do solemnly and sincerely declare that The business of the company is

§ delete whichever is inappropriate \$\text{\$\

(c) something other than the above §

The company is proposing to give financial assistance in connection with the acquisition of shares in the COMPANY COMPANY

The number and class of the shares acquired or to be acquired is

one ordinary share with a

XXXXXXXXXX

par value of £1

Presentor's name address and reference (if any) Berwin Leighton Paisner LLP Adelaide House London Bridge London EC4R 9HA

92 Chancery Lane (#5911733)

For official Use General Section

Post room

SATURDAY

AGO7EWVQ

A20 02/02/2008 COMPANIES HOUSE 108

Page 1

The assistance is to be given to (note 2) Allied Freehold Property Trust Limited of 77 South Audley Street, London WIK 1EE	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	
the execution and performance by the Company of (i) a loan agreement (of even date) between the Company and Alliance & Leicester Plc as lender (the "Lender") (the "Loan Agreement") under which the Lender will provide a borrowing facility to the Company for the purpose of repaying in part the Company's existing indebtedness (the "Existing Debt") and also under which the Company will pay the Lender's fees; (ii) a debenture (the "Debenture") between the Company and Alliance & Leicester Plc, pursuant to which the Company will give a fixed and floating charge over its assets and undertaking to secure all of its liabilities to the Lender and will charge its assets and undertaking as security for those obligations, (iii) an inter-company loan agreement (the "Inter-Company Loan Agreement") between the Company as borrower and Allied Freehold Property Trust Limited ("Allied") as lender, pursuant to which Allied will make certain advances to the Company to assist the Company with its repayment of the Existing Debt, (iv) the novation to the Company from Allied of an interest rate hedging agreement between Allied and the Lender (the "Hedging Novation") in respect of at least 50% of the principal amount advanced pursuant to the Loan Agreement, and (v) a deed of subordination dated on or around even date made between the Lender, the Company and Allied pursuant to which the Company agrees not to repay the sums oustanding pursuant to the Inter-Company Loan Agreement under certain circumstances (the "Deed of Subordination").	
	,
The serves who MANANANA full service 1 the charge is	+ delete ee
The person who MAXAGOOOM [will acquire] † the shares is Allied Freehold Property Trust Limited	† delete as appropriate
Allied Freehold Property Trust Limited	
Allied Freehold Property Trust Limited The principal terms on which the assistance will be given are as regards the Loan Agreement and the Inter-Company Loan, that the Company will	
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The date on which the assistance is to be given is on the date of this form

Page 2

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

XWe 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)

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

Declarants to sign bel

Declared at

Day Month

Year

on 31/

before me

A Commissione 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

AUDITORS REPORT TO THE DIRECTORS OF BOULTBEE (LANCASTER) LIMITED (THE "COMPANY")

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

We have examined the attached statutory declaration of the directors dated 31 January 2008 in connection with the proposal that the Company should give financial assistance particulars of which are given in the statutory declaration

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

- Geo. Little, Sebire & Co Chartered Accountants and **Registered Auditors**

31 January 2008