



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

**155(6)a**

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

	-	T	-	T	-
L	-	t	-	t	-

02667809

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

Name of company

\* WIGGLE LIMITED

\* insert full name  
of company

XWe 8 MITCHELL DALL of Chapman House, Delling Lane, Bosham, West Sussex PO18  
8NR;

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

HARVEY SEAN JONES of White Hill, Finchdean, Waterlooville PO8 OAU; and  
PAUL BOLWELL of 11 Brecon Close, Dibden, Purlieu, Southampton, SO45 5QX

† delete as appropriate

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

The business of the company is:

§ delete whichever  
is inappropriate

[illegible]

(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] ~~(acquiring or discharging liability incurred for the~~  
~~XXXXXX XXXX XXXX XXXX) †~~

The number and class of the shares acquired or to be acquired is: 400 ordinary shares of £1 each, 100 A ordinary shares of £1 each, 100 B ordinary shares of £1 each, 100 C ordinary shares of £1 each and 100 D ordinary shares of £1 each

Presenter's name address and  
reference (if any) :  
HBJ Gateley Wareing LLP  
One Eleven  
Edmund Street  
Birmingham  
B3 2HJ

13033 Birmingham 1  
1387916 DAB

For official Use  
General Section

Post room



**A42**  
**COMPANIES HOUSE**

111  
18/07/2006

The assistance is to be given to: (note 2) ENSCO 503 Limited, Company Number 05772214  
whose registered office is at One Eleven, Edmund Street, Birmingham B3 2HJ

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:

Please see paragraph 3 of the attached financial assistance summary

The person who ~~ENSCO 503~~ [will acquire] † the shares is:

† delete as  
appropriate

ENSCO 503 Limited, Company Number 05772214

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

Please see paragraph 4 of the attached financial assistance summary

The amount of cash to be transferred to the person assisted is £ See paragraph 5 of attached

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

~~X~~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)

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

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

(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)

[illegible]

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.

Declared at

Declarants to sign below

GATELEY WAREING, 111 EDMUND ST.

on 

Day		Month		Year			
1	4	0	7	2	0	0	6

before me DAVID PURVIS, CBBETO

~~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.

**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

AS

**PROJECT NORTHNEY**  
**FINANCIAL ASSISTANCE SUMMARY**

**1. Definitions**

<b>"Acquisition"</b>	means the acquisition of the entire issued share capital of the Company by the Purchaser;
<b>"Bank"</b>	means HSBC Bank PLC;
<b>"Company"</b>	means Wiggle Limited (Company Number 02667809);
<b>"Debenture"</b>	means a debenture to be granted by the Company to the Bank pursuant to which the Company will grant fixed and floating charges over all its property and assets in favour of the Bank;
<b>"Facility"</b>	means a term loan facility in the principal sum of £5,000,000 to be provided by the Bank pursuant to the Facility Agreement;
<b>"Facility Agreement"</b>	means an agreement to be entered into between the Bank and the Purchaser (as such agreement is amended, varied, supplemented, restated or novated from time to time) pursuant to which the Bank will make available the Facility;
<b>"Facility Documents"</b>	means together the Facility Agreement and the Working Capital Facility Letter;
<b>"Group"</b>	means together the Purchaser and the Company and their subsidiaries from time to time;
<b>"Guarantee"</b>	means a composite guarantee to be granted by the Company to the Bank pursuant to which the Company will guarantee the obligations of the Purchaser to the Bank;
<b>"Intercreditor Agreement"</b>	means an intercreditor agreement to be entered into between, among others, the Company, the Purchaser, the Bank and the Security Trustee regulating, inter alia, the priority of the security held by the Bank and the Security Trustee;
<b>"Intragroup Loan Agreement"</b>	means an agreement between the Purchaser and the Company (as borrowers) and the Company and the Purchaser (as lenders);
<b>"Loan Stock"</b>	means the £7,165,272 9% fixed rate secured



	loan stock 2013 in the Purchaser;
<b>"Noteholder Debenture"</b>	means a debenture to be granted by the Company to the Security Trustee pursuant to which the Company grants fixed and floating charges over all its property and assets in favour of the Security Trustee;
<b>"Noteholder Guarantee"</b>	means a guarantee to be granted by the Company to the Security Trustee pursuant to which the Company will guarantee the obligations of the Purchaser under the Loan Stock;
<b>"Noteholders"</b>	means ISIS Equity Partners Limited III LP, ISIS Equity Partners III GmbH & Co. Beteiligungs KG and FIS Nominees Limited;
<b>"Purchaser"</b>	means ENSCO 503 Limited (Company No. 05772214);
<b>"Security Trustee"</b>	means ISIS EP LLP;
<b>"Working Capital Facility"</b>	means a working capital credit facility to be provided by the Bank pursuant to the Working Capital Facility Letter;
<b>"Working Capital Facility Letter"</b>	means a facility letter to be entered into between the Bank, the Purchaser and the Company (as such agreement is amended, varied, supplemented, restated or novated from time to time) pursuant to which the Bank will make available the Working Capital Facility;

## 2. Background

- 2.1 In order to effect the Acquisition the Purchaser will incur liabilities under inter alia the Facility Agreement, the Working Capital Facility Letter and the Loan Notes.
- 2.2 As a condition to the granting of the Facility and the Working Capital Facility (together "the Facilities"), the Company is to execute the Guarantee and the Debenture.
- 2.3 As a condition to the granting of the Facilities, the Purchaser and the Company are to enter into the Intragroup Loan Agreement.
- 2.4 As a condition to the granting of the Facilities, the Company, the Purchaser, the Bank and the Security Trustee and others are to enter into the Intercreditor Deed.
- 2.5 As a condition to the subscription by the Noteholders for the Loan Stock the Company is to execute the Noteholder Debenture.
- 2.6 As a condition to the subscription by the Noteholders for the Loan Stock the Company is to execute the Noteholder Guarantee.

## 3. Form of Financial Assistance

- 3.1 The financial assistance to be given by the Company will take the form of:-

- D.S.
- 3.1.1 the entry into and the performance of its obligations under the Working Capital Facility Letter;
  - 3.1.2 the entry into and the performance of its obligations under the Intragroup Loan Agreement;
  - 3.1.3 the entry into and the performance of its obligations under the Guarantee;
  - 3.1.4 the entry into and the performance of its obligations under the Debenture;
  - 3.1.5 the entry into and the performance of its obligations under the Noteholder Debenture;
  - 3.1.6 the entry into and the performance of its obligations under the Noteholder Guarantee;
  - 3.1.7 the entry into the Intercreditor Agreement.

#### 4. **Principal Terms of Financial Assistance**

- 4.1 By executing the Working Capital Facility Letter a facility will be made available to the Company pursuant to which it will be able to draw monies for use in supporting the Purchaser and/or in discharging costs and expenses incurred by the Purchaser in connection with the Acquisition.
- 4.2 By executing the Guarantee the Company will:
  - 4.2.1 guarantee as principal obligor and not merely as surety (1) the prompt performance by each relevant obligor of all obligations to the Bank including under the Facility Documents and the other finance and security documents referred to therein (the **"Finance Documents"**) (2) the payment of all sums payable under or in connection with the Finance Documents as and when the same shall become due (including sums due from the Purchaser in connection with the Acquisition) and (3) the prompt payment of the balance from time to time unpaid of all monies due or to become due to the Bank by any member of the Group and to discharge on demand all liabilities owed or to become owing to the Bank in any capacity by a member of the Group however arising;
  - 4.2.2 undertake that it will on demand upon a default in the payment of any sum due under or in connection with the Finance Documents pay such sum, as if it was expressed to be the primary obligor, together with costs payable in connection therewith; and
  - 4.2.3 give an indemnity to the Bank against any loss or liability suffered by them under the Finance Documents as a result of any obligation guaranteed by it being or becoming unenforceable, invalid or illegal;  
(the **"Guaranteed Obligations"**).
- 4.3 By executing the Debenture the Company will:
  - 4.3.1 as primary obligor and not merely as surety, covenant with the Bank that it will pay or discharge all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each relevant

D.D.

obligor to the Bank in any capacity (including the Guaranteed Obligations) in each case together with all costs, charges and expenses incurred by the Bank in connection with the protection, preservation or enforcement of its respective rights thereunder or any other document evidencing or securing any such liabilities (including but not limited to, for the avoidance of doubt, sums due from the Purchaser in connection with the Acquisition);

4.3.2 as beneficial owner, as security for the payment, discharge and performance of the same, charge in favour of the Bank substantially all its assets and undertaking by way of fixed and floating charges by way of security for the same; and

4.3.3 agree, upon being reasonably required to do so by the Bank, to execute, sign, deliver and do all things necessary to perfect a legal mortgage, assignment or other fixed security in favour of the Bank or otherwise to improve, perfect or protect the security intended to be created by the Debenture or to facilitate the exercise of any powers, authorities and discretions conferred under or in accordance with the Debenture.

4.4 By executing the Noteholder Guarantee the Company will:

4.4.1 guarantee as principal obligor and not merely as surety (1) the prompt performance by each relevant obligor of all obligations to the Noteholders under the Loan Stock (2) the payment of all sums payable under or in connection with the Loan Stock as and when the same shall become due (including sums due from the Purchaser in connection with the Acquisition);

4.4.2 undertake that it will on demand upon a default in the payment of any sum due under or in connection with the Loan Stock pay such sum, as if it was expressed to be the primary obligor, together with costs payable in connection therewith; and

4.4.3 give an indemnity to the Noteholders against any loss or liability suffered by them under the Loan Stock as a result of any obligation guaranteed by it being or becoming unenforceable, invalid or illegal;

(the "**Loan Stock Guaranteed Obligations**").

4.5 By executing the Noteholder Debenture the Company will:

4.5.1 as primary obligor and not merely as surety, covenant with the Bank that it will pay or discharge the Loan Stock Guaranteed Obligations to the Noteholders (including but not limited to, for the avoidance of doubt, sums due from the Purchaser in connection with the Acquisition);

4.5.2 as beneficial owner, as security for the payment, discharge and performance of the same, charge in favour of the Noteholders substantially all its assets and undertaking by way of fixed and floating charges by way of security for the same; and

4.5.3 agree, upon being reasonably required to do so by the Noteholders, to execute, sign, deliver and do all things necessary to perfect a legal

11

mortgage, assignment or other fixed security in favour of the Noteholders or otherwise to improve, perfect or protect the security intended to be created by the Debenture or to facilitate the exercise of any powers, authorities and discretions conferred under or in accordance with the Noteholder Debenture.

- 4.6 By executing the Intra-Group Loan Agreement the Company will make available to the Purchaser and each other member of the Group a revolving credit facility of up to £25,000,000 to be used by the Purchaser and/or any such member of the Group to, inter alia, make payments when due under the Finance Documents together with costs and expenses incurred by the Purchaser in connection with the Acquisition, provided that the Company shall only be obliged to make advances if, inter alia, the aggregate of all monies standing to the credit of its bank accounts exceeds the amount of the proposed advance and the Company is solvent.
- 4.7 By executing the Inter-creditor Agreement the Company will (a) inter alia, acknowledge and undertake to comply with the regulation of rights against it by the parties thereto; and (b) grant indemnities in favour of the Bank in respect of the liabilities of the Company under the Facility Documents.



28-

5. **Amount of cash to be transferred to the person assisted.**

The amount of advances, up to a maximum of £25,000,000 made from time to time by the Company to the Purchaser under the terms of the Intra Group Loan Agreement.

# Nexia Smith & Williamson

Imperial House • 18 - 21 Kings Park Road • Southampton • Hampshire • SO15 2X1  
Telephone: 023 8082 7600 • Fax: 023 8082 7601 • DX: 49667 Southampton 2  
e-mail: [firstname.surname@smith.williamson.co.uk](mailto:firstname.surname@smith.williamson.co.uk) • [www.nexiasmith.williamson.co.uk](http://www.nexiasmith.williamson.co.uk)

The Directors  
Wiggle Ltd  
Unit 3, Optima  
Northarbour Spur  
Cosham, Portsmouth  
PO6 3TU

Email: [jca@smith.williamson.co.uk](mailto:jca@smith.williamson.co.uk)  
Our Ref: PR506/JCA/AJE  
14 July 2006

Dear Sirs

## **INDEPENDENT AUDITORS' REPORT TO THE DIRECTORS OF WIGGLE LIMITED PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985**

We have examined the attached statutory declaration of the directors dated 14 July 2006, prepared in accordance with applicable United Kingdom law, in connection with the proposal that Wiggle Limited (the "Company") should give financial assistance for the purchase of the Company's entire issued share capital.

This report is made solely to the directors in accordance with Section 156(4) of the Companies Act 1985. Our work has been undertaken so that we might state to the directors those matters we are required to state to them in an auditors' report under section 156(4) and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the directors, for our audit work, for this report, or for the opinions we have formed.

### **Basis of opinion**

We have enquired into the state of affairs of the Company so far as necessary in order to review the bases for the statutory declaration.

### **Nexia Smith & Williamson Audit Limited**

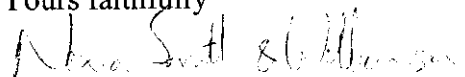
Registered in England at 25 Moorgate, London EC2R 6AY No. 4469576  
Nexia Smith & Williamson Audit Limited is a company registered to carry out audit work and is regulated for a range of investment activities by the Institute of Chartered Accountants in England and Wales.  
Smith & Williamson Limited is a separate company that provides professional resources and certain services to Nexia Smith & Williamson Audit Limited under the terms of a formal agreement on an arm's length basis.  
Nexia Smith & Williamson Audit Limited is a member of Nexia International, a worldwide network of independent accounting firms.



**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.

Yours faithfully

A handwritten signature in dark ink, appearing to read 'Nexia Smith & Williamson', is written over the printed name.

**Nexia Smith & Williamson Audit Limited**  
**Chartered Accountants**  
**Registered Auditors**