

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

**155(6)b**

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

04226585

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

Name of company

\* SIERRA HOLDINGS LIMITED

\* insert full name  
of company

XWe ø Stewart Binnie of 36 Glebe Road, Barnes, London, SW13 0EA  
Richard Glanville of Crooked Willows, Wash Road, Basildon, Essex SS15 4BP  
Derek Lovelock of The Garden House, 21 North Park, Gerrards Cross, Buckinghamshire, SL9 8JS  
Jane Karen Woolf of 6 Gardenia Way, Woodford Green, Essex, IG8 0BL

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

† delete as appropriate

~~XXXXXXXXXXXXXX~~ [all the directors]<sup>†</sup> of the above company (hereinafter called 'this company') do solemnly and sincerely declare that:

§ delete whichever  
is inappropriate

The business of this company is:

- (a) that of a person authorised under section 3 of the Insurance Companies Act 1982 to carry on insurance business in the United Kingdom

This company is ~~not~~ [a] holding company of\*

Oasis Stores Limited (Company Number: 02571150) which is  
proposing to give financial assistance in connection with the acquisition of shares

in ~~XXXXXXX~~ the holding company, Sierra Holdings Limited (Company Number: 04226585)

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

Heatons  
7th Floor, Pheonix House  
1-3 Newhall Street B3 3NH  
DX 13014 BIRMINGHAM 1

For official Use  
General Section

Post room



A18  
COMPANIES HOUSE

0704  
04/12/08

Please do not  
write in this  
margin

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

The assistance is to be given to: (note 2) \_\_\_\_\_

Noel Acquisitions Limited (Company Number: 04871393)

Noel Limited (Company Number: 04871389)

Please see Schedule 1.

† delete as appropriate

Please see Schedule 2.

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 on any date within 8 weeks from the date hereof

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

☒ 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) ☒ 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)

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

(b) ~~XXXXXX intended to commence the winding up of the company within 12 months of that date, and XXXX 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 ☒ 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





One Bunhill Row, London EC1Y 8YY

Day Month Year  
on 

|    |    |      |
|----|----|------|
| 11 | 11 | 2008 |
|----|----|------|

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.

## 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  
Companies House  
37 Castle Terrace  
Edinburgh  
EH1 2EB

**Schedules to Form G155(6)b**  
**of Sierra Holdings Limited Company Number 04226585 (the "Company") in**  
**respect of Oasis Stores Limited Company Number 02571150 ("Oasis")**

**Preliminary**

In these Schedules 1 and 2:-

**"Facilities Agreement"** means an Amendment and Restatement Agreement to be entered into between (1) Noel Limited ("**Noel**"), (2) Sierra Acquisitions Limited ("**Sierra**"), (3) the Company, (4) Oasis, (5) to (10) and (12) (as the case may be) Kaupthing Bunardabanki HF ("**Kaupthing**") and the Governor and Company of the Bank of Scotland ("**BoS**") (acting in various capacities pursuant to and in accordance with the Facilities Agreement including as (as the case may be) Arrangers, Agent and Security Trustee (as defined therein)), and (11) Halifax Bank of Scotland Treasury Services Plc ("**Halifax**") (Kaupthing, BoS and Halifax together being referred to in this schedule as the "**Funders**") and (13) Oasis Fashions Ireland Limited ("**Fashions**") pursuant to which certain of the Funders agree to make available to Sierra, the Company and Oasis, facilities (the "**Facilities**") of up to, together with the Senior Debt Facility (defined below), an aggregate maximum term loan amount of £70,000,000 and a revolving credit facility of up to £16,000,000 to enable monies to be lent to Noel Acquisitions Limited (the "**Purchaser**") in order to assist the Purchaser to fund its acquisition of certain of the issued share capital of the Company (the "**Acquisition**");

**"Intercreditor Deed"** means an intercreditor deed to be entered into between amongst others (1) Noel (2) Sierra, the Company, Oasis and Patsy Limited ("**Patsy**") (3) the Company, Sierra, Oasis, Fashions, Noel, Patsy and the Purchaser (4) BoS (5) Kaupthing and (6) Halifax pursuant to which the Company will become subject to priority and subordination arrangements between the parties.

**"Intra-Group Loan Agreement"** means an intra-group loan agreement to be entered into between (1) Patsy and Sierra, and (2) the Companies pursuant to which the Companies agree to make a facility of up to £75,000,000 available to Patsy and Sierra.

**"Senior Agreement"** means a Senior Acquisition Facility Agreement to be entered into between (1) Noel, (2) Patsy, (3) to (5) and (7) (as the case may be) BoS and Kaupthing, and (6) Halifax pursuant to which certain of the Funders agree to make available to Patsy, a Senior Debt Facility ("**the Senior Debt Facility**") of up to, together with the Facilities, an aggregate maximum term loan amount of £70,000,000 to enable monies to be lent to the Purchaser in order to assist the Purchaser to fund the Acquisition;

**"Mezzanine Agreement"** means a Mezzanine Loan Agreement to be entered into between (1) Patsy and (2) to (5) (as the case may be) BoS and Kaupthing pursuant to which Kaupthing agrees to make available to Patsy, a mezzanine loan facility (the "**Mezzanine Facility**") of up to £35,000,000 to enable monies to be lent to the Purchaser in order to assist the Purchaser to fund the Acquisition;

the "**Companies**" means together the Company, Sierra, Oasis, Noel, Patsy, Fashions and the Purchaser;

**"Transaction Facilities"** means together, the Facilities, the Senior Debt Facility and the Mezzanine Facility; and

**"Transaction Facilities Agreements"** means together the Facilities Agreement, the Senior Agreement and the Mezzanine Agreement.

the **"Security Trustee"** means BoS

### **Schedule 1**

The execution, delivery and compliance with and satisfaction of (as the case may be):

1. The Facilities Agreement.
2. A composite guarantee and debenture granted by the Companies in favour of BoS acting as Security Trustee as defined in, and in accordance with the provisions of (as the case may be), the Facilities Agreement, the Senior Agreement and the Mezzanine Agreement (**"Security Trustee"**) (the **"Composite Guarantee and Debenture"**).
3. Pursuant to the Letters of Support the Company will agree, inter alia, to continue to provide intra-group funds to meet liabilities and working capital shortfalls of the Companies (as the case may be) which such provision, liabilities and shortfalls may be undertaken and suffered (as the case may be) for the purpose of assisting in reducing or discharging liabilities incurred in connection with the Acquisition.
4. Intercreditor Deed.
5. Intra-Group Loan Agreement.
6. A standard security granted by Oasis in favour of BoS acting as Security Trustee in respect of Oasis's real or heritable property located in Scotland (the **"Scottish Security"**).
7. A Northern Irish Debenture granted by Oasis in favour of BoS acting as Security Trustee (the **"Northern Irish Debenture"**).

### **Schedule 2**

1. Pursuant to the Facilities Agreement, Oasis will give various representations and warranties, undertakings, covenants and indemnities to the Funders, including undertaking (inter alia) that they will at all times indemnify the Funders from and against all actions, suits, proceedings, claims, demands, liabilities, damages, costs, expenses, losses and charges whatsoever in relation to or arising out of the provision of the Facilities which obligations include, without limitation, obligations incurred for the purpose of reducing or discharging liabilities incurred in connection with the Acquisition in particular as a result of a drawing under the Facilities Agreement which would be used for that express purpose. Under the terms of the Facilities Agreement, Oasis agrees that the Funders may use, from

time to time, Oasis's credit balances to set-off against Oasis's liabilities in respect of the Facilities and otherwise under the Facilities Agreement.

2. Pursuant to the Intra-Group Loan Agreement, Oasis has agreed to make facilities available to certain of the other parties thereto in order to facilitate the repayments due to the Funders under the Transaction Facilities which obligations include, without limitation, obligations incurred for the purpose of reducing or discharging liabilities incurred in connection with the Acquisition.
3. Pursuant to the Intercreditor Deed, the parties thereto agree terms in relation to the ranking of security and subordination and Oasis is a party to acknowledge and become bound by, its terms.
4. Pursuant to the Letters of Support, Oasis will agree, inter alia, to provide intra-group funds to certain of the addressees of such letters in order to meet liabilities and working capital shortfalls of such addressees (as the case may be) which such provision, liabilities and shortfalls may be undertaken and suffered (as the case may be) for the purpose of assisting in reducing or discharging liabilities incurred in connection with the Acquisition.
- 5 Pursuant to the Composite Guarantee and Debenture, Oasis will as principal obligor irrevocably and unconditionally:
  - 5.1 guarantee to the Security Trustee full, prompt and complete performance by each other Company of all of the Secured Obligations (as defined in the Composite Guarantee and Debenture) owing by each such Company and the due and punctual payment of all the sums comprised in the Secured Obligations owing by each such Company as and when they become due.
  - 5.2 Oasis, as principal obligor and not merely as surety, covenants with the Security Trustee that it will pay or discharge on demand the Secured Obligations as and when they fall due. Any such amount not paid when due shall bear interest (as well after as before judgment and payable on demand) at the Default Rate (as defined in the Composite Guarantee and Debenture) from the due date until the date such amount is unconditionally and irrevocably paid and discharged in full.
  - 5.3 As a continuing security for the payment of the Secured Obligations, Oasis hereby, with full title guarantee, charges, and agrees to charge, in favour of the Security Trustee the following assets which are at any time owned by Oasis, or in which such Company is from time to time interested:
    - 5.3.1 subject to clause 4.4 of the Composite Guarantee and Debenture (Leasehold interests containing prohibition on charging) by way of first fixed charge all the freehold and leasehold property (if any) vested in or charged to Oasis including, without limitation, the property specified in schedule 2 of the Composite Guarantee and Debenture, together with all buildings and time thereon;
    - 5.3.2 subject to clause 4.4 of the Composite Guarantee and Debenture (Leasehold interests containing prohibition on charging) by way of first fixed charge all other interests (not being charged by 5.3.1 above) in any freehold or leasehold property vested in or charged to Oasis, the buildings and fixtures (including trade fixtures) at any time thereon, all proceeds of sale derived therefrom and the

- benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land;
- 5.3.3 by way of first fixed charge all plant, machinery, computers, vehicles, office and other equipment and the benefit of all contracts, licences and warranties relating to the same;
- 5.3.4 by way of first fixed charge all Investments (as defined in the Composite Guarantee and Debenture), together with all Related Rights (as defined in the Composite Guarantee and Debenture) from time to time accruing thereto;
- 5.3.5 by way of first fixed charge all rights and interests of Oasis in, and claims under, the Insurances (as defined in the Composite Guarantee and Debenture) and all proceeds thereof held by, or written in favour of, Oasis or in which Oasis is otherwise interested;
- 5.3.6 by way of first fixed charge all its right, title, interest and benefit in and to the Collections Accounts (as defined in the Composite Guarantee and Debenture), all moneys standing to the credit of the Collections Accounts, all interest accrued on moneys standing to the credit of the Collections Accounts and all rights of Oasis to repayment of any of the foregoing;
- 5.3.7 by way of first fixed charge all moneys standing to the credit of Oasis from time to time on any and all accounts with any bank, financial institution, or other person;
- 5.3.8 subject to clause 4.5 of the Composite Guarantee and Debenture (Intellectual property interests containing prohibition on charging) by way of first fixed charge all Intellectual Property (as defined in the Composite Guarantee and Debenture);
- 5.3.9 subject to clause 4.6 of the Composite Guarantee and Debenture (Interests on contracts containing prohibition on charging) by way of first fixed charge the benefit of all licences, consents, agreements and authorisations held or utilised by Oasis in connection with its business or the use of any of its assets;
- 5.3.10 to the extent not effectively assigned under clause 5.4 below, by way of first fixed charge all Receivables (as defined in the Composite Guarantee and Debenture);
- 5.3.11 by way of first fixed charge all the goodwill and uncalled capital of Oasis; and
- 5.3.12 by way of first fixed charge all the Charged Shares (as defined in the Composite Guarantee and Debenture) together with all the Related Rights from time to time accruing thereto.
- 5.4 As a continuing security for the payment of the Secured Obligations, Oasis hereby, with full title guarantee, assigns and agrees to assign absolutely in favour of the Security Trustee all the rights, title, interest and benefit of Oasis in and to the Receivables.
- 5.4.1 Subject to clauses 4.4 and 4.5 of the Composite Guarantee and Debenture as further continuing security for the payment of the Secured Obligations, Oasis hereby charges with full title guarantee in favour of the Security Trustee by way

of first floating charge all its assets and undertaking whatsoever and wheresoever situated both present and future including assets expressed to be charged pursuant to the provisions of the fixed charges, but specifically including, without prejudice to the generality of the foregoing, within the first floating charge the Scottish Property and Scottish Charged Assets (both as defined in the Composite Guarantee and Debenture) and irrespective of whether the same is secured by way of first fixed charge, standard security or otherwise (any such standard security ranking in priority to the floating charge).

6. Pursuant to the Scottish Security:-

6.1 As a continuing security for the payment of the Secured Obligations (as defined in the Scottish Security), Oasis hereby, with full title guarantee, charges, and agrees to charge, in favour of the Security Trustee the following assets which are at any time owned by Oasis, or in which Oasis is from time to time interested:

6.1.1 subject to clause 4.4 of the Scottish Security (Leasehold interests containing prohibition on charging) by way of first fixed charge all the freehold and leasehold property (if any) vested in or charged to Oasis including, without limitation, the property specified in schedule 2 of the Scottish Security, together with all buildings and time thereon;

6.1.2 subject to clause 4.4 of the Scottish Security (Leasehold interests containing prohibition on charging) by way of first fixed charge all other interests (not being charged by 5.3.1 above) in any freehold or leasehold property vested in or charged to Oasis, the buildings and fixtures (including trade fixtures) at any time thereon, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land;

6.1.3 by way of first fixed charge all plant, machinery, computers, vehicles, office and other equipment and the benefit of all contracts, licences and warranties relating to the same;

6.1.4 by way of first fixed charge all Investments (as defined in the Scottish Security), together with all Related Rights (as defined in the Scottish Security) from time to time accruing thereto;

6.1.5 by way of first fixed charge all rights and interests of Oasis in, and claims under, the Insurances (as defined in the Scottish Security) and all proceeds thereof held by, or written in favour of, Oasis or in which Oasis is otherwise interested;

6.1.6 by way of first fixed charge all its right, title, interest and benefit in and to the Collections Accounts (as defined in the Scottish Security), all moneys standing to the credit of the Collections Accounts, all interest accrued on moneys standing to the credit of the Collections Accounts and all rights of Oasis to repayment of any of the foregoing;

6.1.7 by way of first fixed charge all moneys standing to the credit of Oasis from time to time on any and all accounts with any bank, financial institution, or other person;



- 6.1.8 subject to clause 4.5 of the Scottish Security (Intellectual property interests containing prohibition on charging) by way of first fixed charge all Intellectual Property (as defined in the Scottish Security);
- 6.1.9 subject to clause 4.6 of the Scottish Security (Interests on contracts containing prohibition on charging) by way of first fixed charge the benefit of all licences, consents, agreements and authorisations held or utilised by Oasis in connection with its business or the use of any of its assets;
- 6.1.10 to the extent not effectively assigned under clause 5.4 below, by way of first fixed charge all Receivables (as defined in the Scottish Security);
- 6.1.11 by way of first fixed charge all the goodwill and uncalled capital of Oasis; and
- 6.1.12 by way of first fixed charge all the Charged Shares (as defined in the Scottish Security) together with all the Related Rights from time to time accruing thereto.
- 6.2 As a continuing security for the payment of the Secured Obligations, Oasis hereby, with full title guarantee, assigns and agrees to assign absolutely in favour of the Security Trustee all the rights, title, interest and benefit of Oasis in and to the Receivables.
- 6.2.1 Subject to clauses 4.4 and 4.5 of the Scottish Security as further continuing security for the payment of the Secured Obligations, Oasis hereby charges with full title guarantee in favour of the Security Trustee by way of first floating charge all its assets and undertaking whatsoever and wheresoever situated both present and future including assets expressed to be charged pursuant to the provisions of the fixed charges.
7. Pursuant to the Northern Irish Debenture:-
- 7.1 As a continuing security for the payment of the Secured Obligations (as defined in the Northern Irish Debenture), Oasis hereby, with full title guarantee, charges, and agrees to charge, in favour of the Security Trustee the following assets which are at any time owned by Oasis, or in which such Company is from time to time interested:
- 7.1.1 subject to clause 4.4 of the Northern Irish Debenture (Leasehold interests containing prohibition on charging) by way of first fixed charge all the freehold and leasehold property (if any) vested in or charged to Oasis including, without limitation, the property specified in schedule 2 of the Northern Irish Debenture, together with all buildings and time thereon;
- 7.1.2 subject to clause 4.4 of the Northern Irish Debenture (Leasehold interests containing prohibition on charging) by way of first fixed charge all other interests (not being charged by 5.3.1 above) in any freehold or leasehold property vested in or charged to Oasis, the buildings and fixtures (including trade fixtures) at any time thereon, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land;

- 7.1.3 by way of first fixed charge all plant, machinery, computers, vehicles, office and other equipment and the benefit of all contracts, licences and warranties relating to the same;
- 7.1.4 by way of first fixed charge all Investments (as defined in the Northern Irish Debenture), together with all Related Rights (as defined in the Northern Irish Debenture) from time to time accruing thereto;
- 7.1.5 by way of first fixed charge all rights and interests of Oasis in, and claims under, the Insurances (as defined in the Northern Irish Debenture) and all proceeds thereof held by, or written in favour of, Oasis or in which Oasis is otherwise interested;
- 7.1.6 by way of first fixed charge all its right, title, interest and benefit in and to the Collections Accounts (as defined in the Northern Irish Debenture), all moneys standing to the credit of the Collections Accounts, all interest accrued on moneys standing to the credit of the Collections Accounts and all rights of Oasis to repayment of any of the foregoing;
- 7.1.7 by way of first fixed charge all moneys standing to the credit of Oasis from time to time on any and all accounts with any bank, financial institution, or other person;
- 7.1.8 subject to clause 4.5 of the Northern Irish Debenture (Intellectual property interests containing prohibition on charging) by way of first fixed charge all Intellectual Property (as defined in the Northern Irish Debenture);
- 7.1.9 subject to clause 4.6 of the Northern Irish Debenture (Interests on contracts containing prohibition on charging) by way of first fixed charge the benefit of all licences, consents, agreements and authorisations held or utilised by Oasis in connection with its business or the use of any of its assets;
- 7.1.10 to the extent not effectively assigned under clause 5.4 below, by way of first fixed charge all Receivables (as defined in the Northern Irish Debenture);
- 7.1.11 by way of first fixed charge all the goodwill and uncalled capital of Oasis; and
- 7.1.12 by way of first fixed charge all the Charged Shares (as defined in the Northern Irish Debenture) together with all the Related Rights from time to time accruing thereto.
- 7.2 As a continuing security for the payment of the Secured Obligations, Oasis hereby, with full title guarantee, assigns and agrees to assign absolutely in favour of the Security Trustee all the rights, title, interest and benefit of Oasis in and to the Receivables.
- 7.2.1 Subject to clauses 4.4 and 4.5 of the Northern Irish Debenture as further continuing security for the payment of the Secured Obligations, Oasis hereby charges with full title guarantee in favour of the Security Trustee by way of first floating charge all its assets and undertaking whatsoever and wheresoever situated both present and future including assets expressed to be charged pursuant to the provisions of the fixed charges.

CE033190016



KPMG Audit Plc

8 Salisbury Square  
London EC4Y 8BB  
United Kingdom

Tel +44 (0) 20 7311 8984  
Fax +44 (0) 20 7311 3311  
DX 38050 Blackfriars

The Directors  
Sierra Holdings Limited  
Telephone House  
69-77 Paul Street  
London  
EC2A 4PN

Your ref

Our ref ml/am/746

Contact Matt Lewis  
020 7311 8984

15 November 2003

Dear Sirs

**Auditors' report to the directors of Sierra Holdings Limited pursuant to Section 156(4) of the Companies Act 1985**

We have examined the attached statutory declaration of the directors dated 15 November 2003 in connection with the proposal that Oasis Stores Limited, of which this company is the ultimate holding company, should give financial assistance for the purchase of 872,501 of this company's ordinary A shares and 117,300 of this company's ordinary B shares.

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

We have enquired into the state of the company's affairs in order to review the bases for the statutory declaration.

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



KPMG Audit Plc, a company  
incorporated under the UK Companies  
Acts, is a member of KPMG International,  
a Swiss non operating association

Registered in England No 3110745  
Registered office  
8 Salisbury Square  
London EC4Y 8BB



KPMG Audit Plc

*Auditors' report to the directors of Sierra Holdings  
Limited pursuant to Section 156(4) of the Companies Act  
1985*

*November 2003*

Yours faithfully

*KPMG Audit Plc*

*KPMG Audit Plc*