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

155(6)b

CHFP025

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write in this
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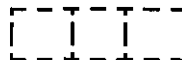
Pursuant to section 155(6) of the Companies Act 1985

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



2477871

Name of company

* Evengain Limited

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

* insert full name
of company

☒ We ☐ See paragraph 1 of the Appendix.

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

† delete as
appropriate

~~XXXXXXXXXXXX~~ [all the directors]† 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 recognised bank, licensed institution within the meaning of the Banking Act 1985~~
(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§

This company is ~~not~~ [a] holding company of* W.S.G. Operating Company Limited
(Company number 324991) (the "Financial Assistance Subsidiary") which is
proposing to give financial assistance in connection with the acquisition of shares
in ~~the company~~ Cinque Ports Leisure Limited (Company number 2434151)
the holding company of this company.†

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

Linklaters
One Silk Street
London
EC2Y 8HQ

A05839319

For official Use
General Section



LD3
COMPANIES HOUSE

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20/01/2006

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

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

The number and class of the shares acquired or to be acquired is: 1,650 ordinary shares with a nominal value of £1 each.

The assistance is to be given to: (note 2) CP AcquisitionCo Limited
Coghurst Hall, Ivyhouse Lane, Ore, Hastings, East Sussex, TN35 4NP.

The assistance will take the form of:

See paragraph 2 of the Appendix.

The person who ~~[has acquired]~~ [will acquire]† the shares is:
CP AcquisitionCo Limited

† delete as appropriate

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

See paragraph 3 of the Appendix.

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 £ See paragraph 4 of the Appendix.

The value of any asset to be transferred to the person assisted is £ Nil.

Please do not write in this margin

~~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

(a) ~~X~~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)

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

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

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.

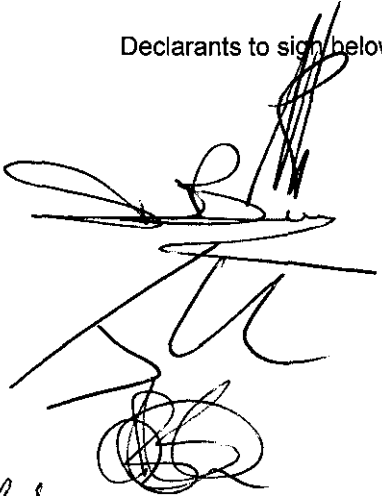
Declared at One Silk Street
London EC2Y 8HQ

Declarants to sign below

Day Month Year
on

17	01	2006
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before me Kiley Rogers
A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths. KILEY ROGERS



NOTES

Fishburns
Solicitors
61 St Mary Axe
London EC3A 8AA

- 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

Appendix

Form 155(6)(b)

Evengain Limited

(Company Number 2477871)

(the "Company")

1 List of Directors

The names and addresses of all the directors of the Company are as follows:

David Peter Bull
Coghurst Hall
Ivyhouse Lane
Ore
Hastings
East Sussex
TN35 4NP

Jeffrey Alan Sills
11 Heath Park Drive
Bromley
BR1 2WQ

Anthony Norman Clish
Minto Cottage
Rectory Lane
Bentley
Farnham
GU105JS

Alasdair Bell Loch
Flat 2
121 Sutherland Avenue
London
W9 2QJ

2 Form which assistance will take

- 2.1 In this Statutory Declaration the following expressions have, unless otherwise defined, the following meanings:

"Acquisition" means the purchase of all share capital in Cinque Ports Leisure Limited by CP AcquisitionCo Limited (**"Acquiror"**).

"Debenture" means the debenture to be entered into between the companies listed as Chargors (as defined in Schedule 1 therein) and National Westminster Bank plc as security trustee (the **"Security Trustee"**).

"Facility Agreement" means the £87,00,000,000 term and revolving facilities agreement to be entered into between, among others, the Acquiror, the Original Borrowers (as defined

therein), the Original Guarantors (as defined therein), the Original Lenders (as defined therein), The Royal Bank of Scotland plc (as mandated lead arranger and agent), and National Westminster Bank plc (as security trustee), as amended and restated from time to time.

"Intercreditor Agreement" means the agreement between, among others, CP AcquisitionCo Limited, CP MezzCo Limited, CP EquityCo Limited, the Company and other Guarantors (as defined herein), National Westminster Bank plc as Original Lender and Security Trustee (each as defined herein), and The Royal Bank of Scotland plc as Agent and Arranger (each as defined herein).

"Intra-Group Funding Agreement" means the agreement to be entered into between, amongst others, the Company and the Acquiror.

2.2 The financial assistance will take the form of:

2.2.1 the execution, delivery and performance by the Financial Assistance Subsidiary of its obligations under the following documents (as the same may be amended, varied, supplemented or substituted from time to time) (together, the **"Assistance Documents"**):

- (i) the Facility Agreement pursuant to which the Financial Assistance Subsidiary as a Guarantor and Obligor shall, jointly and severally with the other Guarantors, guarantee punctual performance by each other Obligor of its obligations under the Finance Documents;
- (ii) an undertaking to pay on demand an amount equal to any amount not paid when due by any Obligor under or in connection with any Finance Document as if it were the principal obligor;
- (iii) the Debenture pursuant to which the Financial Assistance Subsidiary covenants to the Security Trustee (as trustee for the Finance Parties, as defined therein) to pay, perform and discharge the Secured Liabilities (as defined therein), and grants security over all real property interests in England and Wales, all real property belonging to it now and in the future and various other assets in favour of the Security Trustee;
- (iv) the Intercreditor Agreement pursuant to which the Company and the subordinated parties thereto covenant to subordinate the payment obligations of the subordinated parties to the payment obligation of the Finance Parties (as defined in the Facility Agreement); and
- (v) the Intra-Group Funding Agreement pursuant to which the Financial Assistance Subsidiary may make loans available to the Acquiror for the purpose, inter alia, of any debt service requirements in connection with the Acquisition; and

2.2.2 the performance of any other acts or the execution of any other documents ancillary or otherwise relating to the Assistance Documents.

3 Principal terms of assistance given

All capitalised terms in paragraph 3 shall, unless contrary indication appears, have the same meanings given to them in paragraph 2.1.

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

3.1 By entering into the Facility Agreement as a Guarantor, the Financial Assistance Subsidiary will among other things:

- 3.1.1 guarantee the performance of each other Obligor's obligations under the Finance Documents in accordance with Clause 20 (*Guarantee and indemnity*) of the Facility Agreement (the "**Facility Guarantee**") Under the Facility Guarantee, each Financial Assistance Subsidiary undertakes that whenever an Obligor does not pay any amount when due under or in connection with any Finance Document, it shall immediately on demand pay that amount as if it was the principal obligor.
- 3.1.2 indemnify each Finance Party against any cost, loss or liability suffered if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal.
- 3.1.3 make representations and warranties to the extent required in Clause 21 (*Representations and Warranties*) of the Facility Agreement.
- 3.1.4 undertake to comply with certain general undertakings, including an undertaking not to create or permit to subsist any security over any of its assets and not to dispose of any of its assets (in each case, subject to certain exceptions).

Capitalised terms in this paragraph are as defined in the Facility Agreement.

3.2 By executing a Debenture the Financial Assistance Subsidiary will (amongst other things):

- 3.2.1 covenant to the Security Trustee to pay, perform and discharge all Secured Liabilities when due in accordance with the terms of the Finance Documents;
- 3.2.2 as security for the payment, performance and discharge of all Secured Liabilities, charge in favour of the Security Trustee (as trustee for the Finance Parties):
 - (i) by way of first legal mortgage, all real property now belonging to it; and
 - (ii) by way of first fixed charge, all its present and future:
 - (a) other real property;
 - (b) licences on land;
 - (c) rights as tenant;
 - (d) rental income;
 - (e) fixed or other plant and machinery;
 - (f) all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances;
 - (g) book debts;
 - (h) bank accounts and deposits;
 - (i) securities;
 - (j) goodwill and uncalled capital;
 - (k) intellectual property;
 - (l) business licences; and

(m) various contracts including each of the Specified contracts, together with each Hedging Agreement.

- 3.2.3** assign to the Security Trustee (as trustee for the Finance Parties) absolutely by way of a first legal assignment all of its right, title and interest in and to each Hedging Agreement;
- 3.2.4** by way of first floating charge the undertaking of such Financial Assistance Subsidiary and all its property, assets and rights whatsoever, all the stock in trade of such Financial Assistance Subsidiary and the property, assets and rights not otherwise validly and effectively mortgaged, charged or assigned as described above;
- 3.2.5** undertake to take whatever action the Security Trustee reasonably requires to:
- (i) preserve, perfect or protect any Security Asset or the Security; or
 - (ii) facilitate the exercise of all rights, powers and remedies of the Security Trustee or any Receiver,
- including executing any transfer, conveyance, assignment or assurance of the Security Assets (whether the Security Trustee or its nominees) making any registration and giving any notice, order or direction; and
- 3.2.6** undertake not to create or extend or permit to arise or subsist any Security over the whole or any part of the Security Assets, except as expressly permitted by the terms of the Facilities Agreement or with the prior written consent of the Security Trustee.

Capitalised terms in this paragraph are as defined in the Debenture.

- 3.3** By entering the Intra-Group Funding Agreement, the Financial Assistance Subsidiary may make loans to the Acquiror to allow the Acquiror to meet its debt service requirements in respect of the Acquisition, and to discharge any costs and expenses incurred by the Acquiror in connection with the Acquisition.

4 The amount of cash to be transferred to the person assisted

Such sums as are payable under the Intra-Group Funding Agreement.

5 The date on which the financial assistance is to be given

The financial assistance is to be given on any date prior to 8 weeks from the date of this Statutory Declaration.



KPMG LLP
Arlington Business Park
Theale
Reading RG7 4SD
United Kingdom

Tel +44 (0) 118 964 2000
Fax +44 (0) 118 644 2577
DX 146800 (Theale) 2

The Directors
Evengain Limited
Coghurst Hall
Ivyhouse Lane, Ore
Hastings, East Sussex
TN35 4NP

Our ref Ajh/526

Contact

17 January 2006

Dear Sirs

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

We have examined the attached statutory declaration of the directors dated 17 January 2006 in connection with the proposal that W.S.G. Operating Company Limited, of which this company is a holding company, should give financial assistance for the purchase of 100% of this company's ordinary 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.

Yours faithfully

KPMG LLP

KPMG LLP

Registered Auditor