

CHFP025

155(6)a

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

Company number

Name of company

* COMINO LIMITED

XWe See Annexure 1

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

The business of the company is

[illegible]

(c) something other than the above \$

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

~~XXXXXXXX~~ [company's holding company CIVICA LIMITED (CRN 04968437)

The assistance is for the purpose of ~~reducing or discharging a liability incurred for the purpose of that acquisition~~ †

The number and class of the shares acquired or to be acquired is See Annexure 2

THURSDAY



LD4

LKKLZ1AK
10/07/2008
COMPANIES HOUSE

203

The assistance is to be given to (note 2) Cornwall Bidco Limited (CRN 06523321)
whose registered office is at 10 Snow Hill, London EC1A 2AL (the "Purchaser")

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

See Annexure 3

The person who [has acquired] ~~XXXXXXXX~~ † the shares is

† delete as
appropriate

The Purchaser

The principal terms on which the assistance will be given are

See Annexure 4

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

The value of any asset to be transferred to the person assisted is £ See Annexure 6

The date on which the assistance is to be given is See Annexure 7

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

[illegible]

TRAVERS SMITH LLP
10 SNOW HILL
LONDON EC1A 2AL

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths

Handwritten signature: *[Signature]*

COMINO LIMITED

(Registered number: 01327534)

ANNEXURE 1 TO FORM 155(6)a

SIMON RICHARD DOWNING of 71 COLE PARK ROAD, TWICKENHAM, MIDDLESEX TW1 1HT

DAVID PHILIP ROOTS of 47 CHILTERN DRIVE, HALE, ALTRINCHAM, CHESHIRE WA15 9PN

MICHAEL STODDARD of WALNUT COTTAGE, MAIN STREET HANWELL, BANBURY, OXFORDSHIRE OX17 1HN

COMINO LIMITED

(Registered number: 01327534)

ANNEXURE 2 TO FORM 155(6)a

70,515,094 ordinary shares of £0.05 each in the capital of the Target, being the entire issued share capital of the Target

COMINO LIMITED

(Registered number. 01327534)

ANNEXURE 3 TO FORM 155(6)a

Terms defined in this statutory declaration (including the other Annexures hereto) have the same meanings in this Annexure 3 unless otherwise stated or the context otherwise requires

References to any agreement are to an agreement as amended, varied, supplemented or novated from time to time

The assistance will take the form of the execution, delivery and performance by the Company of the following documents

- (A) a deed of accession (the "**Senior Facilities Agreement Deed of Accession**") to be entered into by the Company and Cornwall Bidco Limited in favour of Lloyds TSB Bank plc as Agent (as defined therein) pursuant to which the Company will accede to the Senior Facilities Agreement as an additional guarantor,
- (B) a deed of accession (the "**Mezzanine Facility Agreement Deed of Accession**") to be entered into by the Company and Cornwall Bidco Limited in favour of ECAS S à r l as Agent (as defined therein) pursuant to which the Company will accede to the Mezzanine Facility Agreement as an additional guarantor,
- (C) a fixed and floating security document (the "**Debenture**") to be entered into by, among others, the Company as chargor and Lloyds TSB Bank plc as Security Agent (as defined therein) pursuant to which the Company will, inter alia, agree to charge all or substantially all of its assets and undertaking in favour of Lloyds TSB Bank plc to secure the Liabilities,
- (D) a deed of accession to an Intercreditor Agreement (the "**Intercreditor Agreement Deed of Accession**") to be entered into between, amongst others, the Company and Lloyds TSB Bank plc as Security Agent (as defined therein), pursuant to which the Company will agree to become a party to the Intercreditor Deed as an additional guarantor, and
- (E) an intra-group loan agreement to be entered into between, amongst others, the Purchaser as borrower and the Company (the "**Upstream Loan Agreement**") pursuant to which the Company will lend money to, among others, the Purchaser

COMINO LIMITED

(Registered number: 01327534)

ANNEXURE 4 TO FORM 155(6)a

PART I

Terms defined in this statutory declaration (including the other Annexures hereto) have the same meanings in this Annexure 4 unless otherwise stated or the context otherwise requires

(A) The principal terms on which the assistance will be given under the Senior Facilities Agreement Deed of Accession are as follows

- 1 the Company irrevocably and unconditionally guarantees as primary obligor and not merely as surety to each Finance Party and Hedging Bank punctual performance by each other Obligor of all that Obligor's obligations under the Finance Documents and the Hedging Documents,
- 2 the Company irrevocably and unconditionally undertakes with each Finance Party and Hedging Bank that whenever another Obligor does not pay any amount when due and payable under or in connection with any Finance Document or Hedging Document, the Company shall immediately on demand pay that amount as if it was the principal obligor,
- 3 the Company irrevocably and unconditionally indemnifies each Finance Party and Hedging Bank if, for any reason, any amount claimed by such Finance Party or Hedging Bank under Clause 21 (*Guarantee and Indemnity*) of the Senior Facilities Agreement (the terms of which are summarised in this paragraph (A)) is not recoverable on the basis of a guarantee, on demand against any cost, loss or liability it incurs as a result of a Borrower not paying any amount when due and payable under or in connection with any Finance Document or Hedging Document. The amount payable by the Company under the indemnity described in this paragraph 3 will not exceed the amount it would have had to pay under Clause 21 (*Guarantee and Indemnity*) of the Senior Facilities Agreement if the amount claimed had been recoverable on the basis of a guarantee,
- 4 the Company makes certain representations to the Finance Parties,
- 5 the Company undertakes to comply with certain general undertakings,
- 6 subject to the Security Principles, the Company shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonable specify (and in such form as the Security Agent may reasonable require in favour of the Security Agent or its nominee(s))
 - (i) to perfect the Security created or intended to be created under or evidenced by the Security Documents (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Security Documents) or for the exercise of any rights, powers and remedies of the Security Agent or the Finance Parties provided by or pursuant to the Finance Documents or by law,

- (ii) to confer on the Security Agent or confer on the Finance Parties Security over any property and assets of the Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Security Documents, and/or
 - (iii) after the Acceleration Date, to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security Documents, and
 - 7 subject to the Security Principles, the Company shall take all such action as is available to it (including all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Finance Parties by or pursuant to the Finance Documents
- (B) The principal terms on which the assistance will be given under the Mezzanine Facility Agreement Deed of Accession are as follows
- 1 the Company irrevocably and unconditionally guarantees as primary obligor and not merely as surety to each Finance Party punctual performance by each other Obligor of all that Obligor's obligations under the Finance Documents,
 - 2 the Company irrevocably and unconditionally undertakes with each Finance Party that whenever another Obligor does not pay any amount when due and payable under or in connection with any Finance Document, the Company shall immediately on demand pay that amount as if it was the principal obligor,
 - 3 the Company irrevocably and unconditionally indemnifies each Finance Party if, for any reason, any amount claimed by such Finance Party under Clause 17 (*Guarantee and Security*) of the Mezzanine Facility Agreement (the terms of which are summarised in this paragraph (B)) is not recoverable on the basis of a guarantee, on demand against any cost, loss or liability it incurs as a result of the Borrower not paying any amount when due and payable under or in connection with any Finance Document. The amount payable by the Company under the indemnity described in this paragraph 3 will not exceed the amount it would have had to pay under Clause 17 (*Guarantee and Security*) of the Mezzanine Facility Agreement if the amount claimed had been recoverable on the basis of a guarantee,
 - 4 the Company makes certain representations to the Finance Parties,
 - 5 the Company undertakes to comply with certain general undertakings,
 - 6 subject to the Security Principles, the Company shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s))
 - (i) to perfect the Security created or intended to be created under or evidenced by the Security Documents (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject

of the Security Documents) or for the exercise of any rights, powers and remedies of the Security Agent or the Mezzanine Finance Parties provided by or pursuant to the Mezzanine Finance Documents or by law,

- (ii) to confer on the Security Agent or confer on the Mezzanine Finance Parties Security over any property and assets of the Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Security Documents, and/or
- (iii) after the Acceleration Date, to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security Documents, and

7 subject to the Security Principles, the Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Mezzanine Finance Parties or pursuant to the Mezzanine Finance Documents

(C) The principal terms on which the assistance will be given under the Debenture are as follows

1. Undertaking to Pay

1.1 The Company undertakes in favour of the Security Agent that it will pay each of its Liabilities when due in accordance with the terms of the relevant Secured Documents

2. Fixed Charges

2.1 The Company with full title guarantee and as security for the payment of all Liabilities, charges in favour of the Security Agent (as trustee for the Secured Parties) -

- (a) by way of first legal mortgage, all Real Property in England and Wales now belonging to it,
- (b) by way of first fixed equitable charge, all other Real Property now belonging to it and all Real Property acquired by it in the future, and
- (c) by way of first fixed charge, all its present and future
 - (i) Book Debts,
 - (ii) Bank Accounts,
 - (iii) Investments,
 - (iv) uncalled capital and goodwill,
 - (v) Intellectual Property,
 - (vi) all proceeds of any Assigned Agreement,

- (vii) plant and machinery (except that mortgaged or charged by the Security described in paragraph (a) or (b) of this paragraph 2),
- (viii) beneficial interest in any pension fund,
- (ix) all proceeds of any Insurances and claims of any kind, returns of premium and other benefits relating thereto, and
- (x) if not effectively assigned under Clause 5 (*Assignment*) of the Debenture (as described in paragraph 4 below) all its rights and interests in (and claims under) the Assigned Agreements

3. Floating Charge

- 3 1 The Company, with full title guarantee and as security for the payment of all Liabilities, charges in favour of the Security Agent (as trustee for the Secured Parties) by way of first floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged by Clause 3 (*Fixed charges*) or assigned by Clause 5 (*Assignment*) of the Debenture (as described in paragraph 2 above and paragraph 4 below respectively))
- 3 2 The floating charge created by the Company pursuant to Clause 4 1 (*Creation*) of the Debenture (as described in paragraph 3 1 above) is a "qualifying floating charge" for the purposes of paragraph 14 2(a) of Schedule B1 to the Insolvency Act 1986

4. Assignment

- 4 1 The Company, with full title guarantee and as security for the payment of all Liabilities, assigns absolutely in favour of the Security Agent (as trustee for the Secured Parties) all its present and future right, title and interest in and to
 - (i) the Insurances, including all moneys payable to the Company, and any claims, awards and judgements in favour of receivable or received by the Company, under or in connection with or pursuant to the Insurances, provided that on payment or discharge in full of the Liabilities, the Security Agent will at the request and cost of the Company re-assign the Insurances to the Company (or as it shall direct), and
 - (ii) the Intra-Group Loan Agreements, including all moneys payable to the Company, and any claims, awards and judgements in favour of receivable or received by the Company, under or in connection with or pursuant to the Intra-Group Loan Agreements, provided that on payment or discharge of the Liabilities, the Security Agent will at the request and cost of the Company re-assign the Intra-Group Loan Agreements to the Company (or as it shall direct)

5. Further Assurance

- 5 1 The Company agrees to do whatever the Security Agent reasonably requires
 - (i) to perfect or protect the Charges or the priority of the Charges, or

- (ii) to facilitate the realisation of the Charged Assets after the Debenture has become enforceable or the exercise of any rights vested in the Security Agent or any Receiver,

including executing any transfer, conveyance, charge, assignment or assurance of the Charged Assets (whether to the Security Agent or its nominees or otherwise), making any registration and giving any notice, order or direction

- 5.2 The Company undertakes not to create or permit to subsist any Security on any part of the Charged Assets nor else do anything it is prohibited to do by the Senior Facilities Agreement and the Mezzanine Facility Agreement

- (D) The principal terms on which assistance will be given under the Intercreditor Agreement Deed of Accession are that the Company will acknowledge and agree to the priority arrangements created in favour of, among others, the Security Agent as more particularly set out in the Intercreditor Agreement

- (E) The principal terms on which assistance will be given under the Upstream Loan Agreement are that the Company (i) may lend funds at any time to any of the borrowers under the Upstream Loan Agreement (up to a certain limit specified in the Intra-Group Loan Agreements) and (ii) will agree to grant to the Purchaser upon the terms and conditions of the Upstream Loan Agreement loan facilities to enable the Purchaser to pay any amounts due pursuant to the Senior Facilities Agreement, Mezzanine Facility Agreement and Investor Documents and for such other purposes as a Lender (as defined therein) to the Upstream Loan Agreement may agree in writing

COMINO LIMITED

(Registered number: 01327534)

ANNEXURE 4 TO FORM 155(6)a

PART II

"A Loan Note Instrument" means the loan note instrument dated 28 March 2008 under which certain loan notes in the aggregate of £97,797,954 were issued by the Parent to the Original Investors

"Acceleration Date" means the date (if any) on which the Agent gives a notice under Clause 26 18 (*Acceleration*) of the Senior Facilities Agreement or the Mezzanine Agent gives notice under Clause 22 18 (*Acceleration*) of the Mezzanine Facilities Agreement

"Accession Letter" means a document substantially in the form set out in the relevant schedule of the Senior Facilities Agreement or Mezzanine Facilities Agreement (as the case may be) under which a member of the Group would accede as a Borrower and Guarantor under the Senior Facilities Agreement or as a Guarantor under the Mezzanine Facility Agreement

"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company

"Agent" means Lloyds TSB Bank plc as agent of the other Finance Parties under the Senior Facilities Agreement

"Agreed Form" means, in relation to a document, that

- (a) it is in a form initialled by or on behalf of Cornwall Bidco Limited and the Agent on or before the signing of the Senior Facilities Agreement for the purposes of identification or otherwise acknowledged as agreed by or on behalf of Cornwall Bidco Limited and the Agent on or before the signing of the Senior Facilities Agreement, or
- (b) if not falling within paragraph (a) above, it is in a form and substance satisfactory to the Agent (acting reasonably) and initialled by or on behalf of the Agent for the purposes of identification

"Ancillary Facility" means an ancillary facility made available by an Ancillary Lender in accordance with Clause 9 (*Ancillary Facilities*) of the Senior Facilities Agreement

"Ancillary Facility Document" means a document setting out the terms of an Ancillary Facility

"Ancillary Lender" means a Lender which agrees to make available an Ancillary Facility in accordance with Clause 9 (*Ancillary Facilities*) of the Senior Facilities Agreement

"Arranger" means Lloyds TSB Bank plc, The Governor and the Company of the Bank of Ireland, National Australia Bank Limited (ABN 12 004044937) and The Royal Bank of Scotland Plc as mandated lead arrangers (whether acting individually or together the **"Arranger"**)

"Assigned Agreements" means the Insurances and Intra-Group Loan Agreements

"B Loan Note Instrument" means the loan note instrument dated 28 March 2008 under which certain loan notes in the aggregate amount of £2,799,003 were issued by the Parent to the Managers

"Bank Accounts" means all current, deposit or other accounts with any bank or financial institution in which the Company now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on those accounts including those listed in Schedule 7 (*Bank Accounts*) of the Debenture

"Book Debts" means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), now or in the future due, owing or payable to the Company and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind

"Bookrunner" means the Lloyds TSB Bank plc, The Governor and Company of the Bank of Ireland, National Australia Bank Limited (ABN 12 004044937) and The Royal Bank of Scotland Plc

"Borrower" means Cornwall Bidco Limited or (in the case of the Senior Facilities Agreement) a company which becomes a borrower in accordance with Clause 28 of the Senior Facilities Agreement

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

"Charge" means all or any of the Security created or expressed to be created by or pursuant to the Debenture, together the **"Charges"**

"Chargors" means the Company and those companies listed in schedule 1 of the Debenture and any one of them

"Company" means Comino Limited, a company registered in England and Wales under company number 01327534

"Facilities Hedging Bank" means

- (a) any Original Facilities Hedging Bank as defined in the Intercreditor Agreement, and
- (b) any other person which has entered into or intends entering into any interest rate hedging in respect of the interest due under the Senior Facilities Agreement or the Mezzanine Facility Agreement with a member of the Group and which has become a Hedging Bank in accordance with Clause 26 2 (*Accession of Hedging Banks*) or Clause 25 3 (*Assignments and transfers by Hedging Banks*) of the Intercreditor Agreement,

which in each case has not ceased to be a Hedging Bank in accordance with the Intercreditor Agreement

"Fee Letter" means any letter or letters dated on or about 28 March 2008 between, as the case may be, the Arranger or Mezzanine Arranger and the Purchaser or the Agent and the Purchaser setting out certain fees payable under the Senior Facilities Agreement or the Mezzanine Facility Agreement

"Finance Documents" means the Senior Finance Documents and/or the Mezzanine Finance Documents, as relevant

"Finance Party" means a Mezzanine Finance Party and a Senior Finance Party, as relevant

"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus

"Group" means Cornwall Bidco Limited and its Subsidiaries for the time being

"Guarantor" means a member of the Group which executed, or has acceded to, the Senior Facilities Agreement or the Mezzanine Facility Agreement (as the case may be) as a guarantor and which has not ceased to be a guarantor

"Hedging Bank" means

- (a) any Facilities Hedging Bank, and
- (b) any Treasury Hedging Bank

"Hedging Documents" means the documents entered into between a member of the Group and a Hedging Bank for the purpose of implementing the hedging strategy set out in the Hedging Letter

"Hedging Letter" means the letter dated 30 April 2008 between the Arranger and Cornwall Bidco Limited and the Mezzanine Arranger, among other parties, setting out the hedging strategy agreed in relation to the Senior Facilities Agreement and the Mezzanine Facility Agreement

"Holding Company" means, in relation to a company, corporation or other legal entity, any other company, corporation or other legal entity in respect of which it is a Subsidiary

"Insurances" means all contracts and policies of insurance of any kind taken out by the Company or on behalf of it (at the date of the Debenture or in the future) or (to the extent of its interests) in which it has an interest at the date of the Debenture or in the future, including those listed in Schedule 6 (*Insurances*) of the Debenture, if any

"Intellectual Property" of the Company means all trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, database rights, rights in confidential information and know-how, and any associated or similar rights anywhere in the world, which the Company at the date of the Debenture or in the future owns or (to the extent of its interest) in which it at the date of the Debenture or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same) including those listed in Schedule 5 (*Intellectual Property*) of the Debenture, if any

"Intercreditor Agreement" mean the Intercreditor Agreement dated 30 April 2008 and entered into between, among others, Cornwall Midco Limited as parent, Cornwall Bidco Limited as the company, the companies named in schedule 1 therein as the original obligors, Lloyds TSB Bank plc as senior agent and ECAS S à r l as mezzanine agent

"Intra-Group Loan Agreements" means any agreements (whether documented or not) or documents pursuant to which a Chargor is lending an amount of at least £1,000,000 (or its equivalent in another currency or currencies) to another member of the Group and includes the intra-group loan agreements listed in Schedule 8 (*Intra-Group Loan Agreements*) of the Debenture (if any)

"Investment Agreement" means the investment agreement dated 28 March 2008 between, among others, Cornwall Bidco Limited and certain of the Original Investors setting out the terms upon which the equity contribution in the Tax Structure Memo was made to Cornwall Bidco Limited

"Investments" of the Company means those investments listed in Schedule 4 (*Investments*) of the Debenture (if any) together with

- (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit),

- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments,
- (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depository, custodian, nominee, clearing house or system, investment manager, charge or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), and
- (d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest

"Investor Documents" means the Investment Agreement, the Subscription Agreement, the A Loan Note Instrument and the B Loan Note Instrument and any other document or instrument (including the constitutional documents of the Parent and its Holding Company) setting out the terms on which the equity contribution is to be made available (directly or indirectly) to Cornwall Bidco Limited as set out in the Tax Structure Memo

"Issuing Bank" means the Original Issuing Bank or any other Lender under the Revolving Facility agreed with Cornwall Bidco Limited provided that in respect of a Letter of Credit issued or to be issued pursuant to the Senior Facilities Agreement, the **"Issuing Bank"** shall be the Issuing Bank which has issued or agreed to issue that Letter of Credit

"Lender" means a Facility A Lender, a Facility B Lender, a Facility C Lender, an Acquisition Facility Lender or a Revolving Facility Lender, in each case as defined in the Senior Facilities Agreement

"Letter of Credit" means a Letter of Credit as such term is defined under the Senior Facilities Agreement

"Liabilities" of the Company means all present and future moneys, debts and liabilities due, owing or incurred by any Obligor to any Secured Party under or in connection with any Secured Document (in each case, whether alone or jointly, or jointly and severally, with any person, whether actually or contingently and whether as principal, surety or otherwise)

"Managers" means certain managers of the Target Group

"Mezzanine Agent" means ECAS S à r l as agent of the other Mezzanine Finance Parties

"Mezzanine Arranger" means Lloyds TSB Bank plc and ECAS S à r l as mandated lead arrangers (whether acting individually or together the **"Mezzanine Arranger"**)

"Mezzanine Facility Agreement" means the £35,000,000 Mezzanine Facility Agreement dated 30 April 2008 made between (1) Cornwall Midco Limited as parent, (2) Cornwall Bidco Limited as borrower (3) the companies listed in part 1 of schedule 1 therein as original guarantors, ECAS S à r l as Mezzanine Agent, Lloyds TSB Bank plc as Security Agent among others as amended and supplemented from time to time

"Mezzanine Finance Documents" means the Mezzanine Facility Agreement, each Accession Letter, each Fee Letter, the Hedging Letter, the Intercreditor Agreement, any Resignation Letter, each

Security Document and any other document designated as such by the Mezzanine Agent and Cornwall Bidco Limited

"Mezzanine Finance Party" means the Mezzanine Agent, the Mezzanine Arranger, a Mezzanine Lender or the Security Agent

"Mezzanine Lender" means

- (a) an Original Lender, and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 23 (*Changes to the Lenders*) of the Mezzanine Facility Agreement, which in each case has not ceased to be a Party

"Obligor" means a Borrower or a Guarantor

"Original Investors" means 3i Investments plc, 3i Europartners Va LP, 3i Europartners Vb LP, 3i Pan European Buyouts 2006-08A LP, 3i Pan European Buyouts 2006-08B LP, 3i Pan European Buyouts 2006-08C LP and 3i Parallel Ventures LP

"Original Issuing Bank" means The Royal Bank of Scotland Plc as issuer of letters of credit and bank guarantees

"Original Lender" means the financial institutions listed in Part II of Schedule 1 (*The Original Parties*) of the Mezzanine Facility Agreement as lenders

"Parent" means Cornwall Midco Limited (registered number 6523370)

"Party" means a party to the Mezzanine Facility Agreement

"Purchaser" means Cornwall Bidco Limited (registered number 6523321)

"Real Property" means any freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon) including those listed in Schedule 3 (*Real Property*) of the Debenture, if any

"Receiver" means a receiver and manager or other receiver appointed in respect of the Charged Assets and shall, if allowed by law, include an administrative receiver

"Resignation Letter" means a document substantially in the form set out in the relevant schedule of the Senior Facilities Agreement or Mezzanine Facility Agreement (as the case may be) under which a member of the Group would resign as a Borrower and/or a Guarantor under the Senior Facilities Agreement or as a Guarantor under the Mezzanine Facility Agreement

"Revolving Facility" means the revolving facility made available under the Senior Facilities Agreement

"Secured Documents" means the Senior Finance Documents, the Hedging Documents and the Mezzanine Finance Documents

"Secured Party" means a Senior Finance Party, a Mezzanine Finance Party or a Hedging Bank

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Security Agent" means Lloyds TSB Bank plc as security agent for the Secured Parties

"Security Documents" means

- (a) the documents listed in paragraph 2 of Part I and paragraph 14 of Part II of Schedule 2 (*Conditions Precedent*) of the Senior Facilities Agreement or the corresponding paragraphs of the Mezzanine Facility Agreement, and
- (b) any other security document that may at any time be given by a member of the Group or its Affiliate as security for any of the Liabilities pursuant to or in connection with any Security Document

"Security Principles" means the principles as to, amongst other things, the extent to which members of the Group can be required to give guarantees or Security over their assets in the Agreed Form set out in Schedule 13 (*Agreed Security Principles*) of the Senior Facilities Agreement

"Senior Facilities Agreement" means the £135,000,000 Senior Facilities Agreement dated 30 April 2008 between, inter alia, Cornwall Midco Limited as the parent, Cornwall Bidco Limited as original borrower, the companies listed at schedule 1 therein as original guarantors and Lloyds TSB Bank plc as Agent and Security Agent, as amended and supplemented from time to time

"Senior Finance Documents" means the Senior Facilities Agreement, each Accession Letter, any Ancillary Facility Documents, each Fee Letter, the Hedging Letter, the Intercreditor Agreement, any Resignation Letter, each Security Document, any Syndication Agreement, the Syndication Side Letter and any other document designated as such by the Agent and Cornwall Bidco Limited

"Senior Finance Party" means the Agent, an Ancillary Lender, the Arranger, the Bookrunner, any Issuing Bank, a Lender or the Security Agent

"Subscription Agreement" means the subscription agreement dated 28 March 2008 between, amongst others, Cornwall Bidco Limited, the Parent and certain executives

"Subsidiary" means in relation to any company, corporation or other legal entity (a **"holding company"**) a company, corporation or other legal entity

- (a) which is controlled, directly or indirectly, by the holding company,
- (b) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the holding company, or
- (c) which is a subsidiary of another Subsidiary of the holding company,

and, for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to determine the composition of the majority of its board of directors or equivalent body

"Syndication Agreement" means an agreement (if any) to be entered into between the parties to the Senior Facilities Agreement to novate or assign rights and obligations under the Senior Facilities Agreements to persons becoming party thereto as a result of the syndication

"Syndication Side Letter" means the letter dated 30 April 2008 between the Arranger and the Purchaser relating to the syndication of the Senior Facilities Agreement

"Target" means Civica Limited (registered number 04968437)

"Target Group" means the Target and its Subsidiaries acquired, directly or indirectly, by the Purchaser

"Tax Structure Memo" means the report dated 27 March 2008 and prepared by KPMG (save for Appendix X - "Restructure of the Australian sub-group" and any reference to any transactions contemplated by Appendix X - "Restructure of the Australian sub-group" in that report, which shall not be considered part of the Tax Structure Memo in the Senior Facilities Agreement except for the purpose of paragraph 4(b) of Part I of Schedule 2 (*Conditions Precedent*) or paragraph (a)(iii) of Clause 25 32 (*Post-closing steps*) of the Senior Facilities Agreement in relation to the tax structure of the Group and the Target Group and as described in paragraph 4 of Part I of Schedule 2 (*Conditions Precedent*) of the Senior Facilities Agreement

"Treasury Hedging Bank" means any person which has entered into or intends entering into a forward delivery foreign exchange contract or other derivative transaction designed to protect against foreign exchange currency fluctuations risks with a member of the Group which is a Permitted Hedging Transaction (as defined in the Intercreditor Agreement) and which has become a Hedging Bank in accordance with Clause 26 2 (*Accession of Hedging Banks*) or Clause 26 3 (*Assignments and transfers by Hedging Banks*) of the Intercreditor Agreement, which in each case has not ceased to be a Hedging Bank in accordance with the Intercreditor Agreement

COMINO LIMITED

(Registered number: 01327534)

ANNEXURE 5 TO FORM 155(6)a

Terms defined in this statutory declaration (including the other Annexures hereto) have the same meanings in this Annexure 5 unless otherwise stated or the context otherwise requires

Up to £300,000,000 or such other amount as may be agreed from time to time between the parties to the Upstream Loan Agreement

COMINO LIMITED

(Registered number: 01327534)

ANNEXURE 6 TO FORM 155(6)a

Terms defined in this statutory declaration (including the other Annexures hereto) have the same meanings in this Annexure 6 unless otherwise stated or the context otherwise requires

Nil at today's date but subject to the Company's contingent liability to make advances under the Upstream Loan Agreement up to a maximum of £300,000,000

COMINO LIMITED

(Registered number: 01327534)

ANNEXURE 7 TO FORM 155(6)a

The date hereof or within eight weeks of the date hereof



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Private & confidential

The Directors
Comino Limited,
Castlegate House,
Castlegate Drive,
DUDLEY
DY1 4TD

Our ref 11/238

Contact Andrew Sills
Tel 0113 231 3000
Ext 3052

4 July 2008

Dear Sirs

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

We have examined the attached statutory declaration of the directors dated 4 July 2008 in connection with the proposal that Comino Limited should give financial assistance for the reduction of a liability incurred for the purchase of 100% of the shares of the company's holding company, Civica Limited

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 Audit Plc
Registered Auditor