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Declaration in relation to assistance for the acquisition of shares

155(6)a

CHFP025

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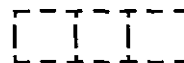
Pursuant to section 155(6) of the Companies Act 1985

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



01327534

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

Name of company

* Comino Limited ("Company")

* insert full name
of company

☒ We ☐ Please see Appendix 1

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

† 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

~~(a) that of a (recognised bank, financial institution) within the meaning of the Banking Act 1978~~

~~(b) that of a person authorised under section 32A of the Insurance Companies Act 1982 to carry on~~

~~insurance business in the United Kingdom~~

(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] Comino Group Plc (company number 03169368)

~~XXXXXXXX~~

The assistance is for the purpose of ~~that acquisition~~ [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: 14,205,562 ordinary shares
of £0.05 each

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

DLA Piper Rudnick Gray Cary UK
Princes Exchange, Princes Square,
LEEDS, LS1 4BY

For official Use
General Section

Post room



A01
COMPANIES HOUSE

708
21/04/2006

The assistance is to be given to: (note 2) Civica Plc (company number 04968437) whose registered office
is at 2 Burston Road, Putney, London SW15 6AR ("**Purchaser**")

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

The assistance will take the form of:

Please see Appendix 2

The person who [has acquired] ~~will acquire~~ the shares is:

† delete as
appropriate

the Purchaser

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

Please see Appendix 3

The amount of cash to be transferred to the person assisted is £ Please see appendix 4

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

The assistance is to be given to: (note 2) Civica Plc (company number 04968437) whose registered office
is at 2 Burston Road, Putney, London SW15 6AR ("Purchaser")

Please
write
margin

Please
legibly
in black
bold block
lettering

The assistance will take the form of:

Please see Appendix 2

The person who [has acquired] [~~will acquire~~] the shares is:

† delete as
appropriate

the Purchaser

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

Please see Appendix 3

The amount of cash to be transferred to the person assisted is £ Please see appendix 4

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

Please do not write in this margin

☒ 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)
- (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)~~

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 Vanguard Hoys, Dewsbury Road, Leeds, LS11 5DD

Declarants to sign below

[Handwritten signatures: Lindsay Dransfield, Richard Jennings, and others]

Day Month Year
on

1	9	0	4	2	0	0	6
---	---	---	---	---	---	---	---

before me Alexandra Helen Hempey (ALEXANDRA HELEN HEMPEY, SOLICITOR)
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
37 Castle Terrace
Edinburgh
EH1 2EB

Company Number: 01327534

COMINO LIMITED

ANNEXURES TO FORM 155(6)a

ANNEXURE 1

Name: Paul Leighton Clifford
Address: 43 Waldegrave Gardens
Twickenham
Middlesex
TW1 4PH

Name: Christopher Derek Burden
Address: 6 Whitegate
East Keswick
Leeds
West Yorkshire
LS17 9HB

Name: Lindsay Joanne Dransfield
Address: The Stables
East Breary Farm
Arthington Road
Bramhope
Leeds
LS16 8BD

Name: Michael Jennings
Address: 1 Stonelea Close
Silkstone
Barnsley
South Yorkshire
S75 4JD

Name: Nigel Hector Knight
Address: The Barn
Lea Ridge Riding School
Lea Lane
Cottingley
Bingley
BD16 1UF

PRS
CD-MA
MR LJD.
MJS

Name: David Philip Roots
Address: 47 Chiltern Drive
Hale
Altrincham
Cheshire
WA15 9PN

Name: Paul Andrew Smith
Address: 43 Churchill Road
South Croydon
Surrey
CR2 6HE

COMINO LIMITED

ANNEXURES TO FORM 155(6)a

ANNEXURE 2

Terms defined herein appear in Annexure 5.

The entry into by the Company of the following documents:

1. A deed of accession ("**Credit Agreement Accession**") pursuant to which the Company will accede as a working capital borrower and guarantor to a credit agreement dated 30 September 2005 and as amended and restated on 13 December 2005 and varied on 13 April 2006 and made between (1) Civica Holdings Limited, (2) the Working Capital Borrowers, (3) the Purchaser as Parent, (4) the Original Guarantors, (5) The Royal Bank of Scotland plc as the Arranger, (6) the Original Lenders (as detailed therein), (7) the Working Capital Bank (8) the Bank as Agent and (9) The Royal Bank of Scotland plc as Security Trustee ("**Credit Agreement**").
2. A guarantee and debenture to be executed by the Company and Comino Group Limited in favour of the Security Trustee as trustee for itself and the Finance Parties pursuant to which the Company undertakes to pay or discharge to the Finance Parties the Secured Liabilities (as each are defined therein) and will grant fixed and floating charges in favour of the Security Trustee over the whole of its property, assets and undertaking and will guarantee all the obligations of any other Obligor under the Finance Documents ("**Guarantee and Debenture**");
3. A deed of accession ("**Intercreditor Accession Deed**") to the intercreditor deed dated 30 September 2005 made between, inter alia, (1) Civica Holdings Limited, (2) the Purchaser, (3) the Group Companies, (4) The Royal Bank of Scotland plc as Lender, (5) the Hedging Banks, (6) the Working Capital Bank, (7) the Agent and (8) the Security Trustee whereby the Company will undertake not to make various payments or to create or permit to subsist any security or guarantee in respect of subordinated debt without prior written consent of the agent until after the Discharge Date ("**Intercreditor Deed**");
4. A deed of accession ("**Intra-Group Accession**") to the intra-group loan agreement made between, inter alia, (1) the Purchaser, (2) Civica Holdings Limited and (3) the companies

named in schedule 1 thereto pursuant to which the Company could be required to provide funds to the Civica Holdings Limited and/or any other Group Company to enable them to meet their respective obligations under the Finance Documents ("**Intra-Group Loan Agreement**"); and

5. A working capital facility letter ("**Working Capital Facility Letter**") to be entered into by the Company along with the other Working Capital Borrowers and the Working Capital Bank (each as defined therein) and pursuant to which, amongst other rights, the Working Capital Bank may retain, set off or appropriate any credit balances (whether current or not yet due) either on the Facility Accounts (as defined therein) or any other accounts any of the Working Capital Borrowers may have with the Working Capital Bank against any debit balances on the Facility Accounts, or any liabilities of the Working Capital Borrowers under any guarantees granted by the Working Capital Borrowers in connection with the facility, or any other obligations the Working Capital Borrowers may owe to the Bank whether present, future, actual or contingent.

COMINO LIMITED

ANNEXURES TO FORM 155(6)a

ANNEXURE 3

Terms defined herein appear in Annexure 5.

The principal terms on which the assistance is given are as follows:

1. THE CREDIT AGREEMENT ACCESSION

Pursuant to the terms of the Credit Agreement:

The Company will be bound by the terms of the Credit Agreement pursuant to clause 24.2 as an Additional Borrower (as a Working Capital Borrower only) and pursuant to clause 24.4 as an Additional Guarantor. As a Working Capital Borrower the Working Capital Bank will make available to the Company (by way of bonds, guarantees or documentary credits only) a sterling committed working capital facility in an aggregate amount equal to £2,500,000.

2. THE GUARANTEE AND DEBENTURE

Pursuant to the terms of the Guarantee and Debenture:

2.1 The Company irrevocably and unconditionally, jointly and severally:

- 2.1.1 guarantees to each Finance Party punctual payment and performance by each Obligor of all the Secured Liabilities owed by that Obligor under the Finance Documents;
- 2.1.2 undertakes with each Finance Party that whenever a Obligor does not pay any amount of the Secured Liabilities 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; and
- 2.1.3 indemnifies each Finance Party immediately on demand against any cost, loss or liability suffered by that Finance Party if any amount of the Secured Liabilities guaranteed by it is or becomes unenforceable, invalid or illegal.

The amount of the cost, loss or liability shall be equal to the amount which that Finance Party would otherwise have been entitled to recover.

2.2 The Company with full title guarantee charges in favour of the Security Trustee (as agent and trustee) as continuing security for the payment and discharge of the Secured Liabilities:

2.2.1 all right title estate and other interests of the Company to the property described in Schedule 3 to the Guarantee and Debenture (if any) together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein;

2.2.2 all other freehold and leasehold property of the Company both present and future not effectively mortgaged under clause 5.1.1 of the Guarantee and Debenture, together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein;

2.2.3 all plant, machinery, vehicles and other equipment now or hereafter owned by the Company together with the benefit of any obligations and warranties given by the manufacturer or supplier of such plant, machinery or other equipment and the benefit of all maintenance agreements entered into between the Company and any other person in respect of such plant, machinery and other equipment;

2.2.4 the Shares and all other shares and stock in the capital of any companies which as at the date hereof or at any time hereafter is owned by the Company or in which the Company otherwise has an interest together in all cases with all rights, including dividends and other distributions, arising in relation thereto;

2.2.5 the benefit of all present and future licences (statutory or otherwise) held in connection with their business or the user of any of the mortgaged property and the right to recover and receive all compensation which may at any time become payable to them in respect thereof;

2.2.6 the Domain Names, the Patents, the Trademarks and all other licences and patents (including applications and the rights to apply therefore), copyrights, rights in trademarks whether registered or not, trade names, rights in service

marks whether registered or not, registered designs, know-how and rights in confidential information now or at any time belonging to them;

2.2.7 the goodwill and the uncalled capital of the Company both present and future;

2.2.8 the book debts due or owing to the Company both present and future;

2.2.9 all benefits in respect of all contracts and policies of insurance (including, for the avoidance of any doubt, all cover notes and any keyman life assurance policies) which are from time to time taken out by the Company or (to the extent of such interest) in which it has an interest;

2.2.10 any deposits margins commissions or other rights of the Company to any commodities and any contract or option relating thereto (whether present or future) and any guarantee or security relating thereto whether held by or placed or contracted with the Security Trustee (as agent and trustee aforesaid) or any other person from time to time;

2.2.11 the stock-in-trade and work-in-progress, prepayments, investments quoted on a recognised stock exchange and cash of the Company both present and future; and

2.2.12 the undertaking and all other property and assets of the Company both present and future.

2.3 The charges on the property and assets contained in clauses 2.2.1 - 2.2.10 inclusive are created as fixed charges and constitute charges by way of legal mortgage on the property described in clause 2.2.1, which are now vested in the Company.

2.4 The Company as security for the payment and discharge of all the Secured Liabilities with full title guarantee assigns and agrees to assign to the Security Trustee (as agent and trustee aforesaid) all of the Company's right, title and interest, present and future, in any agreement or arrangement (including the Hedging Documents and Hedging Arrangements) that the Company may enter into now or in the future with any person for the purpose of or in connection with the fixing, capping or hedging of the rate of interest payable by them in respect of any borrowing or indebtedness and any right or option to enter into any such agreement or arrangement.

- 2.5 The charges on the property and assets contained in clauses 2.2.1 and 2.2.12 are created as floating charges until the provisions of Condition 12 as set out in Schedule 1 to the Guarantee and Debenture become operative when the floating charges shall crystallise and become fixed charges. The charges created are a continuing security and shall unless otherwise agreed in writing by the Security Trustee be first charges.
- 2.6 The Company shall forthwith if and when called upon by the Security Trustee so to do execute in favour of the Security Trustee or as the Security Trustee shall direct such further legal or other mortgages, charges or assignments as the Security Trustee shall reasonably require of and on all the Company's estate and interest in the specifically mortgaged property to secure all principal and other moneys intended to be secured by the Guarantee and Debenture. Such mortgages or charges shall be prepared by or on behalf of the Security Trustee at the cost of the Company and be in such form as the Security Trustee may reasonably require but which are not inconsistent with and are no more onerous than the terms and conditions of the Guarantee and Debenture.
- 2.7 On each date that an additional Security Document is entered into, the Company shall procure that certified copies of appropriate board approvals are provided and (where relevant) share certificates, certified copies of share registers, title documents and any necessary documents relating to assets charged are delivered in respect of the Company entering into such Security Document in form and substance reasonably satisfactory to the Security Trustee together, if required by the Security Trustee, with legal opinions addressed to the Security Trustee and the Finance Parties from legal advisers acceptable to the Security Trustee in the jurisdictions in which the relevant Company is incorporated and in which the assets charged are situated.

3. THE INTERCREDITOR ACCESSION DEED

Pursuant to the terms of the Intercreditor Agreement:

The Company undertakes not to make various payments including any distribution or payment of any kind whatsoever in respect of an account of subordinated debt and/or to create or permit to subsist any security or guarantee in respect of subordinated debt without prior written consent of the Agent until after the Discharge Date. There are regulated certain rights and obligations of the parties thereto in respect of the security granted by the Obligors in

favour of the Security Trustee and repayments of debts due from the Obligor to the parties thereto.

4. THE INTRA-GROUP ACCESSION DEED

Pursuant to the terms of the Intra-Group Loan Agreement:

The Company could be required to provide funds to enable, inter alia, Civica Holdings Limited and other members of the Group to meet its obligations to the Finance Parties under or in connection with, inter alia, the Facilities Documents and also for any purpose in connection with the acquisition of Melon Group plc.

Provided that nothing in the Intra-Group Loan Agreement shall oblige the Company to make a loan to any other Obligor as the case may be if:

- 4.1 the making of the loan gives rise to any offence by any person under the Companies Act 1985 or the Insolvency Act 1986 (as amended by the Enterprise Act 2002 and from time to time, as the case may be) or any analogous legislation; or
- 4.2 the making of the loan will render the Company unable to meet its obligations to, or will otherwise prejudice the recourse position of, its own creditors; or
- 4.3 the Company is on the date on which a loan is prepared to be made, in liquidation or administration or the subject of a creditor's voluntary agreement.

5. THE WORKING CAPITAL FACILITY LETTER

Pursuant to the terms of the Working Capital Facility Letter the Working Capital Bank (as defined therein) agrees to provide working capital facilities to the Working Capital Borrowers (including the Company) of up to £2,500,000 (by way of bonds, guarantees or documentary credits only) and pursuant to which, amongst other rights, the Working Capital Bank may retain, set off or appropriate any credit balances (whether current or not yet due) either on the Facility Accounts (as defined therein) or any other accounts any of the Working Capital Borrowers may have with the Working Capital Bank against any debit balances on the Facility Accounts, or any liabilities of the Working Capital Borrowers under any guarantees granted by the Working Capital Borrowers in connection with the facility, or any other obligations the Working Capital Borrowers may owe to the Bank whether present, future, actual or contingent.

In entering into the various documents referred to above the Company is entering into obligations and assuming liabilities and giving security in connection with the acquisition of shares in the Company and may in the future be called upon pursuant to any of the documents referred to in this declaration to discharge obligations and/or liabilities arising in connection with the acquisition of shares in the Company.

Company Number: 01327534

COMINO LIMITED

ANNEXURES TO FORM 155(6)a

ANNEXURE 4

Terms used herein are defined in Annexure 5.

The amount of cash to be transferred to the person assisted is the amount due in accordance with the terms of the Intra-Group Loan Agreement up to a maximum amount of £78,000,000.

COMINO LIMITED

ANNEXURES TO FORM 155(6)a

ANNEXURE 5

In this Form 155(6)a, and all its annexures, the following terms shall have the following meanings:

"Accession Deed" means a deed of accession to the Original Guarantee and Debenture or the Guarantee and Debenture, substantially in the form required by the Original Guarantee and Debenture or the Guarantee and Debenture;

"Accession Letter" means a document substantially in the form set out in Schedule F (*Form of Accession Letter*) of the Credit Agreement;

"Additional Borrower" means a company which becomes an Additional Borrower in accordance with Clause 24 (*Changes to the Obligors*) of the Credit Agreement;

"Additional Guarantor" means a company which becomes an Additional Guarantor in accordance with Clause 24 (*Changes to the Obligor*) of the Credit Agreement;

"Additional Obligor" means an Additional Borrower or an Additional Guarantor;

"Ancillary Facilities" means the ancillary facilities to be made available by the Working Capital Bank as part of the Working Capital Facility, as detailed in any Working Capital Facility Letter;

"Australian Debenture" means the debenture dated on or about the date of this Agreement (in a form agreed between the Security Trustee and Civica Pty Limited) entered into by Civica Pty Limited (Australia) (an Australian company) in favour of the Security Trustee;

"Australian Security Documents" means the Australian Share Mortgage and the Australian Debenture (and/or any document creating security over the shares in Civica Pty Limited (Australia) in favour of the Security Trustee from time to time);

"Australian Share Mortgage" means the share mortgage dated on or about the date of this Agreement (in a form agreed between the Security Trustee and Civica Technologies Limited) entered into by Civica Technologies Limited creating a share mortgage over the shares owned in Civica Pty Limited (an Australian company) in favour of the Security Trustee;

"Borrower" means:

- (a) in respect of Facility A, Facility B, Facility C, Facility R and the Term Loan Facility, the Civica Holdings Limited; and
- (b) in respect of the Working Capital Facility, Civica Holdings Limited (and for utilisations by way of issue of bonds, guarantees or documentary credits only the Working Capital Borrowers),

and **"Borrower"** shall be construed accordingly;

"Comino Acquisition Documents" means the Offer Document and the Press Release;

"Comino Share Charge" means the share charge over the Comino Target Shares that are owned by the Purchaser in favour of the Security Trustee and dated 13 December 2005;

"Discharge Date" means the date on which all Senior Debt has been fully and irrevocably discharged and all commitments of the Finance Parties to the Obligors have been terminated or cancelled in accordance with the Finance Documents;

"Domain Names" means those domain names whose details are set out in Schedule 5, Part 1 of the Guarantee and Debenture;

"Facilities" means Facility A, Facility B, Facility C, Facility R, the Term Loan Facility and the Working Capital Facility made available under the Credit Agreement;

"Facility A" means the term loan facility made available under the Credit Agreement as described in Clause 2.1(a) (*The Facilities*) of the Credit Agreement;

"Facility B" means the 364 day revolving credit loan facility with a 4 year term out option made available under the Credit Agreement as described in Clause 2.1(b) (*The Facilities*) of the Credit Agreement;

"Facility C" means the term loan facility made available under the Credit Agreement as described in Clause 2.1(a) (*The Facilities*) of the Credit Agreement;

"Facility R" means the term loan facility made available under the Credit Agreement as described in Clause 2.1(a) (*The Facilities*) of the Credit Agreement;

"Fee Letter" means any letter or letters dated on or about the date of the Credit Agreement and the First Amendment Date between the Arranger and Civica Holdings Limited, or the Agent and Civica Holdings Limited, setting out any of the fees referred to in clause 11 (*Fees*) of the Credit Agreement;

"Finance Document" means the Credit Agreement, the Security Documents, the Intercreditor Deed, the Hedging Documents, any Fee Letter, any Working Capital Facility Letter, any Accession Letter, any Accession Deed, any Resignation Letter, the Receiving Agent Undertaking and any other document designated as such by the Agent and Civica Holdings Limited, and **"Finance Documents"** shall mean all of them;

"Finance Party" means the Agent, the Arranger, the Security Trustee, a Lender, a Hedging Bank or the Working Capital Bank, and **"Finance Parties"** shall mean all of them;

"First Amendment Date" means 13 December 2005, the date of the first amendment and restatement of the Credit Agreement;

"Group" means the Purchaser and its Subsidiaries for the time being and **"Group Company"** and "member of the Group" shall be construed accordingly;

"Group Company" means each company listed in schedule 1 of the Credit Agreement and each other company which executes a deed of accession in substantially the form of schedule 2 to the Credit Agreement in such capacity from time to time and **"Group Companies"** shall mean each of them;

"Guarantee and Debenture" means any document (in a form acceptable to the Security Trustee and the Agent having regard to the form of any Guarantee and Debenture granted on the date of the Credit Agreement) creating guarantees in favour of the Security Trustee from Obligors and creating fixed and floating charges and Security over all of the assets of the relevant Obligor in favour of the Security Trustee, including (without limitation) any Accession Deed executed in respect of an existing Guarantee and Debenture;

"Guarantor" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 24 (*Changes to the Obligors*) of the Credit Agreement Amendment and Restatement Agreement and **"Guarantors"** shall be construed accordingly;

"Hedging Arrangements" means any and all interest rate management and/or foreign currency and/or other hedging arrangements entered into or committed to be entered into in respect of the Facilities by any member of the Group as have from time to time been agreed in writing between

Civica Holdings Limited or the Purchaser, the Agent (acting on the instructions of the Majority Lenders) and the relevant Hedging Bank or Hedging Banks to constitute the Hedging Arrangements;

"Hedging Bank" means any party to the Intercreditor Deed in its capacity as a senior Hedging Bank, and **"Hedging Banks"** shall mean all of them;

"Hedging Documents" means the documents detailing the terms of the Hedging Arrangements;

"Lender" means:

- (a) any Original Lender;
- (b) in respect of the Working Capital Facility only, the Working Capital Bank; and
- (c) 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 Credit Agreement Amendment and Restatement Agreement,

which in each case has not ceased to be a party in accordance with the terms of the Credit Agreement Amendment and Restatement Agreement;

"Obligor" means a Borrower or a Guarantor;

"Offer" in respect of the Comino Target means the offer for the Comino Target Shares not beneficially owned by the Purchaser to be made by the Purchaser substantially on the terms and conditions in the Press Release and the Offer Documents as that offer may be waived, revised, varied or amended in accordance with clause 21.22 (*Offer Undertakings*) of the Credit Agreement;

"Original Borrowers" means Civica Holdings Limited and the Working Capital Borrowers;

"Offer Document" means a document, in the agreed form, pursuant to which the Offer is to be, or has been made;

"Original Guarantee and Debenture" means the Guarantee and Debenture dated 30 September 2005 granted by various Group Companies in favour of the Security Trustee;

"Original Guarantors" means Civica Holdings Limited, the Purchaser and those companies whose names and registered offices are set out as Original Guarantors in Part I 'B' of Schedule A of the Credit Agreement and **"Original Guarantor"** shall be construed accordingly;

"Original Lender" means the financial institutions detailed in Part III of Schedule A of the Credit Agreement;

"Original Obligors" means the Original Borrowers and the Original Guarantors and **"Original Obligor"** shall be construed accordingly;

"Patents" means those patents whose details are set out in Schedule 5, Part 3 of the Guarantee and Debenture;

"Radius Companies" means Radius Limited (company number 3596837) and each of its Subsidiaries, including for the avoidance of doubt, Sudiar Limited (company number 1241271) and Civica Financial Systems Limited (company number 1518255);

"Receiving Agent" in respect of the Offer, means the receiving agent, selected by the Purchaser and approved by the majority lenders (acting reasonably), in its capacity as receiving agent for acceptances under the terms of the Offer;

"Receiving Agent Undertaking" means an undertaking from the Receiving Agent addressed to the Agent and the Security Trustee (in the agreed form) regarding the terms upon which any drawdown proceeds and any Comino Target Shares which the Company may acquire pursuant to the Offer are to be held by the Receiving Agent;

"Resignation Letter" means a letter substantially in the form set out in Schedule G (*Form of Resignation Letter*) of the Credit Agreement Amendment and Restatement Agreement;

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or otherwise or as the equivalent obligor under the laws of any other jurisdiction) of each Obligor to the Security Trustee and the Finance Parties under the Finance Documents together with:

- (a) any refinancing, novation, refunding, deferral or extension of or increase in any of those obligations or liabilities of any Obligor under any credit agreement entered into after the date hereof with all or any of the Finance Parties which is entered into wholly or partially in order to refinance the Secured Liabilities at the date hereof;
- (b) any further obligations and liabilities which may be made by any Finance Party to any Obligor under any agreement expressed to be supplemental to any of the Finance Documents and all interest, fees, and costs in connection therewith;
- (c) all costs, charges and expenses incurred by the Security Trustee or any of the Finance Parties in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents;

- (d) any claim for damages or restitution in the event of rescission of any of those obligations or liabilities or otherwise in connection with the Finance Documents;
- (e) any claim against any Obligor flowing from the recovery by a Obligor of a payment or discharge in respect of any of those obligations or liabilities on grounds of preference or otherwise; and
- (f) any amounts which would be included in any of the foregoing but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings,

provided that, in respect of the obligations of Radius Companies under the Original Guarantee and Debenture only, this expression shall not include any present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or otherwise or as the equivalent obligor under the laws of any other jurisdiction) of any Obligor to the Security Trustee and the Finance Parties under, in connection with or pursuant to Facility R;

"Secured Parties" means each Finance Party from time to time party to this Agreement, any receiver or administrator appointed by a Finance Party and **"Secured Party"** shall mean any one of them;

"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 Documents" means all documents creating Security to be granted to the Security Trustee pursuant to Schedule B (*Conditions Precedent*), the Australian Security Documents, the Singapore Share Mortgage, every Guarantee and Debenture, the Comino Share Charge and every other document entered into in favour of the Security Trustee creating guarantees or creating Security for the obligations of the Group or any member of the Group to the Security Trustee, the Agent, and/or the Lenders from time to time;

"Senior Debt" means all monies and liabilities now or in the future due, owing or incurred to any Finance Party by any Obligor under any Finance Document in any currency, whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety together with all accruing interest and all related losses and charges;

"Shares" means those shares whose details are set out in Schedule 4 of the Credit Agreement Amendment and Restatement Agreement;

"Singapore Share Mortgage" means the share mortgage dated on or about the date of the Credit Agreement Amendment and Restatement Agreement (in a form agreed between the Security Trustee and Company) entered into by Civica Pty Limited (Australia) creating a share mortgage over the shares owned in Civica Pte Limited (a Singapore company) in favour of the Security Trustee;

"Subsidiary" means a subsidiary within the meaning of Section 736 of the Companies Act 1985;

"Target" means Comino Group Plc;

"Term Loan Facility" means the term loan facility made available under this Agreement as described in Clause 2.1(d) (*The Facilities*) of the Credit Agreement Amendment and Restatement Agreement;

"Trademarks" means those trademarks whose details are set out in Schedule 5, Part 2; and

"Transaction Documents" means each of the Finance Documents and the Comino Acquisition Documents;

"Working Capital Bank" means The Royal Bank of Scotland plc;

"Working Capital Borrowers" means the companies set out in Part 1 'A' of Schedule A of the Credit Agreement;

"Working Capital Facility" means the 364 day revolving credit loan facility made available under this Agreement as described in Clause 2.2 (*Working Capital Facilities*) of the Credit Agreement;

"Working Capital Facility Letter" means any agreement or letter between the Working Capital Bank and the Group Companies (or a Group Company) including the letter dated on or about the date of the Credit Agreement setting out the additional terms and conditions on which the Working Capital Bank is making the Working Capital Facility and any other overdraft and/or other ancillary working capital facilities available to the relevant Group company or Group Companies (as the case may be) as the same may be supplemented, varied, replaced or increased from time to time.



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Our ref as

Contact **Andrew Sills**
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Ext 3052

19 April 2006

Dear Sirs

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


We have examined the attached statutory declaration of the directors dated 19 April 2006 in connection with the proposal that the Company should give financial assistance for the purpose of reducing or discharging a liability incurred for the purpose of the purchase of the ordinary shares of Comino Group Limited, the Company's holding company.

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