

# Declaration in relation to assistance for the acquisition of shares

# 155(6)a

CHFP025

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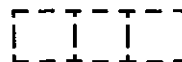
Pursuant to section 155(6) of the Companies Act 1985

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



03397518

Name of company

\* CAPITA ABSENCE MANAGEMENT SERVICES LIMITED

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

\* insert full name of company

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

~~XXXXXX~~ We ~~are~~ PAUL RICHARD MARTIN PINDAR of Byron House, Bourneside, Virginia Water, GU254LZ and GORDON HURST of The Manor House, Reading Road, Berkshire RG7 4QG together being

† delete as appropriate

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

The business of the company is:

§ delete whichever is inappropriate

~~XXXXXX~~ (a) ~~XXXXXX~~ recognised bank or licensed institution within the meaning of the Banking Act 1979  
~~XXXXXX~~ (b) ~~XXXXXX~~ authorised under section 9 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

[company] ~~XXXXXX~~

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: 42,750 "A" ordinary shares of 2.5p each and 11,893 "B" ordinary shares of 2.5p each

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

Herbert Smith (ref:2711)  
Exchange House  
Primrose Street  
London  
EC2A 2HS

For official use



A34  
COMPANIES HOUSE

0752  
12/04/03

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

The Capita Group PLC, 61- 71 Victoria Street, Westminster, London, SW1H 0XA

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

The assistance will take the form of:

The parent of the Company, The Capita Group Plc ("Capita"), entered into a share purchase agreement on 19th June 2002 with the then shareholders of the Company pursuant to which Capita purchased the entire issued share capital of the Company (the "Acquisition").

Capita also entered into a facility agreement on 15th May 2002 with Barclays Bank PLC ("Barclays") whereby Barclays agreed to provide facilities to Capita and to certain subsidiaries under which they can issue loan notes guaranteed by Barclays to an overall aggregate amount of £50 million (the "Facility Agreement") and pursuant to which Barclays provided a loan note guarantee facility in connection with the loan notes guaranteed by Barclays and issued as part of the consideration due pursuant to the Acquisition. It is proposed that the Company join the Composite Accounting System between Barclays, Capita and other Capita group companies. This will require the Company to enter into a supplemental agreement (the "Supplemental Agreement") to a composite accounting agreement dated 16th May 2001 entered into by Capita and others in favour of Barclays, and a guarantee (the "Guarantee") in favour of Barclays.

The assistance is, therefore, to be given by means of the Guarantee and the Supplemental Agreement which are to be entered into by the Company in favour of Barclays.

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

† delete as  
appropriate

The Capita Group PLC, 61- 71 Victoria Street, Westminster, London, SW1H 0XA

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

The principal terms of the Guarantee are that:

1. The Company guarantees to Barclays the payment or discharge of all monies and liabilities which shall be due owing or incurred by any one or more of Capita, Capita Business Services Limited, Capita IRG Trustees Limited, Capita Turner & Townsend JV Limited, MPM Capita Limited, Capita Corporate Finance Limited, Capita Property Consultancy Limited, Capita IRG Plc, Capita DBS Limited, Capita Insurance Services Group Limited, Capita Insurance Services Limited, Capita Trust Company Limited, Capita McLaren Limited, Capita Life & Pensions Services Limited, Capita Financial Group Limited, Equita Limited, Premium Central Limited (as general partner of the Premium Central Services Partnership), Roscoe Capita Limited, Raddenstile Limited, Sector Treasury Services Limited, Tytherleigh Limited,

(see continuation sheet)

The amount of cash to be transferred to the person assisted is £ Nil

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 by 8 weeks from today's date

Company number

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

03397518

Name of Company

CAPITA MANAGEMENT LIMITED	ABSENCE SERVICES
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**The principal terms on which the assistance will be given are:**

Capita Absence Management Services Limited, Capita Gwent Consultancy Limited, Cost Auditing Limited, Cost Auditing Holdings Limited, Northern Administration Limited, Northern Registrars Limited, Mission Testing Europe Limited and Aurora Corporate Services Limited (individually and together the "Principal") to Barclays whether actually or contingently and whether solely or jointly with any person whether as principal or surety including interest commission and other lawful charges and expenses which Barclays may in the course of its business charge in respect of any of the matters aforesaid or for keeping the Principal's account (including any further advances made by Barclays to the Principal and any other liabilities of the Principal to Barclays) together also with:

(a) such further sum for interest and banking and other charges accruing to Barclays from the Principal and not debited to the Principal's account; and

(b) all costs and expenses recoverable by Barclays from the Principal.

2. The Company agrees to pay Barclays all costs and expenses (on a full indemnity basis) arising out of or in connection with the recovery by Barclays of the monies due to Barclays under the Guarantee or the preservation of property assured or securities given or monies paid to Barclays by or on behalf of the Principal including costs Barclays may be ordered to pay any office holder within the meaning of Section 234 of the Insolvency Act 1986 or trustee in bankruptcy and all costs that may be incurred by Barclays in any proceeding brought by an office holder or trustee in bankruptcy against Barclays and to which the Company is joined by virtue of the Guarantee.

The principal terms of the Supplemental Agreement are that:

3. The Company agrees to be bound by the terms of a Composite Accounting Agreement dated 16<sup>th</sup> May 2001 (the "CAS Agreement") entered into by Capita and others in favour of Barclays, as if it had been a party thereto, and thereby irrevocably authorises Barclays to pay and apply any monies standing to the credit of the Company upon current account directly in or towards repayment of the indebtedness to Barclays of the Company or any other company or companies within the Group as that term is defined in the CAS Agreement (i.e. the companies named in paragraph 1 above as the Principal and any other company which subsequently agrees to be bound by the terms of the CAS Agreement).

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☒ 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) ~~[We have formed the opinion that the company will be unable 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

71 Victoria St London SW1H 0XA

Day Month Year  
on 

3	1	0	3	2	0	0	3
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before me Emma Lampier

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

*[Signature]*  
  
S57.

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

**Auditors' report to the directors of Capita Absence Management Services Limited [formerly Wynchgate Holdings (1997) Limited] pursuant to section 156(4) of the Companies Act 1985**

We have examined the attached statutory declaration of the directors of Capita Absence Management Services Limited [formerly Wynchgate Holdings (1997) Limited] ("the Company") dated 31 March 2003 in connection with the proposal that the Company should give financial assistance for the purchase of the whole of the issued share capital of the Company.

**Basis of opinion**

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

**Opinion**

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.



Ernst & Young LLP  
Registered Auditor  
London

31 March 2003