

155(6)b

AICE1SX8

A37 13/09/2007 709

COMPANIES HOUSE

The assistance is for the purpose of ~~XXXXXX~~ [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 514,679,975
ordinary shares of £0.10p each (the "Target Shares")

The assistance is to be given to (note 2) PHS Group Plc (registered number 5384799) (formerly Norfolk Acquisition Plc) of Western Industrial Estate, Caerphilly, Mid Glamorgan CF5 1XH (the "Principal Borrower")

The assistance will take the form of

Please see Appendix 1

The person who [has acquired] ~~XXXXXX~~ † the shares is
PHS Group Plc (registered number 5384799) (formerly known as Norfolk Acquisition Plc)

† delete as appropriate

The principal terms on which the assistance will be given are

Please see Appendix 2

The amount (if any) by which the net assets of the company which is giving the assistance will be reduced by giving it is N/A

The amount of cash to be transferred to the person assisted is £ Please see Appendix 3

The value of any asset to be transferred to the person assisted is £ N/A

The date on which the assistance is to be given is within 8 weeks of today's date

~~X~~We have formed the opinion, as regards this company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts (note 3)

(a) ~~We~~ We have formed the opinion that this company will be able to pay its debts as they fall due during the year immediately following that date]* (note 3)

[illegible]

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

**The offices of PHS Group at
Western Industrial Estate
Caerphilly CF83 1XH**

Declarants to sign below

Day month year
on 05 09 2007

before me Enma Collard.

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

BT
Ame

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given, if a recipient is a company the registered office address should be shown
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form
- 5 The address for companies registered in England and Wales or Wales is -

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

or, for companies registered in Scotland -

The Registrar of Companies
Companies House
37 Castle Terrace
Edinburgh
EH1 2EB

PHS Services Limited
(registered number 03805412)
(the "Company")

APPENDICES TO FORM 155(6)b

APPENDIX 1: FORM OF FINANCIAL ASSISTANCE

1 SENIOR CREDIT AGREEMENT

1.1 The execution by the Subsidiary on or about the date of this Form 155(6)b of an accession letter (the "**Senior Accession Agreement**") to a senior credit agreement dated 2 July 2007 entered into between, amongst others, the Principal Borrower, PHS Group Holdings Limited (formerly Cornwall Acquisition Limited) (registered number 05402951) (the holding company of the Principal Borrower) (the "**Parent**"), Lehman Brothers International (Europe), The Royal Bank of Scotland plc and Goldman Sachs International (as Mandated Lead Arrangers) and The Royal Bank of Scotland plc (as Facility Agent and Security Agent) as amended and restated on 26 July 2007 (the "**Senior Credit Agreement**") which sets out the terms on which the Lenders would provide to the Principal Borrower

- (a) a senior sterling term loan facility of £340,000,000 ("**Term B Facility**"),
 - (b) a senior sterling term loan facility of £340,000,000 ("**Term C Facility**"),
 - (c) a senior sterling term loan facility of £125,000,000 ("**Second Lien Facility**")
 - (d) a senior multicurrency term loan acquisition/capex facility of £125,000,000 ("**Acquisition/Capex Facility**")
- ((a), (b), (c) and (d) collectively the "**Senior Term Facilities**"), and
- (e) a senior multicurrency revolving credit facility of £25,000,000 (the "**Revolving Facility**")

1.2 The Senior Term Facilities are made available to the Principal Borrower and other parties acceding to the Senior Credit Agreement as Borrowers for, amongst other things, the purposes of refinancing various facilities made available to the Principal Borrower and other parties acceding as Borrowers pursuant to a senior credit agreement dated 5 July 2005 as amended and restated on 31 October 2005 between the Principal Borrower, the Parent and The Governor and Company of the Bank of Scotland (in its various capacities) (the "**Initial Senior Credit Agreement**")

1.3 In particular, the Senior Term Facilities (other than the Acquisition/Capex Facility) are made available to the Principal Borrower for, amongst other things, the purposes of

- (a) refinancing Financial Indebtedness incurred to pay the consideration payable to the shareholders of the Target Shares pursuant to a scheme of arrangement (the "**Scheme**") and any cash cancellation payments required in relation to options over the Target Shares,
- (b) refinancing Financial Indebtedness incurred to finance the payment of the Acquisition Costs,
- (c) financing the purchase by the Principal Borrower of outstanding principal and interest under the Investor Loan Notes from the Equity Investors (the proceeds of such Investor Loan Notes having been originally used to finance part of the

payment to the shareholders of the Target Shares pursuant to the Scheme) (the "**Recapitalisation**"),

- (d) financing the Recapitalisation Costs, and
- (e) refinancing other Financial Indebtedness of the Principal Borrower and its Subsidiaries to third parties,

as described in the Funds Flow Statement and/ or the Structure Paper

1 4 The Acquisition/Capex Facility is made available to all the Borrowers for financing or refinancing

- (a) payment to the relevant vendor of the consideration in connection with Permitted Acquisitions,
- (b) indebtedness of entities acquired pursuant to a Permitted Acquisition,
- (c) Investment CapEx, and/or
- (d) the payment of costs and expenses incurred on arm's length terms by the Principal Borrower or any other Group Member in connection with each of the purposes described in clauses 1 4(a) to 1 4(c) above

1 5 The Revolving Facility is made available to all the Borrowers for financing or refinancing working capital and general corporate purposes of the Group including financing the purchase by the Principal Borrower of outstanding principal and interest under the Investor Loan Notes from the Equity Investors (the proceeds of such Investor Loan Notes having been originally used to finance part of the payment to the shareholders of the Target Shares pursuant to the Scheme)

1 6 By entering the Senior Accession Agreement the Subsidiary will give guarantees and indemnities in favour of the Finance Parties with respect to liabilities under the Finance Documents

1 7 Each capitalised term used in this paragraph 1 and (where relevant) subsequently in Appendix 2 is as defined in the Senior Credit Agreement if not otherwise defined herein

2 INTERCREDITOR DEED

By executing the Senior Accession Agreement the Subsidiary accedes to an intercreditor deed dated 1 August 2007 entered into between the Parent, the Principal Borrower, the companies listed therein as Intra-Group Creditors, the companies listed therein as Obligors, Lehman Commercial Paper, Inc UK Branch, The Royal Bank of Scotland plc and Goldman Sachs International Bank as Senior Lenders, the institutions listed therein as Investors, The Royal Bank of Scotland plc as Facility Agent and Security Agent and the Hedging Lenders (the "**Intercreditor Deed**")

Each capitalised term used in this paragraph 2 and (where relevant) subsequently in Appendix 2 is as defined in the Intercreditor Deed

The Intercreditor Deed contains priority and subordination arrangements

3 DEBENTURE

The execution by the Subsidiary on or about the date of this Form 155(6)b of a deed of accession and charge (the "**Deed of Accession and Charge**") pursuant to which the Subsidiary will accede to a debenture dated 1 August 2007 between the Parent and the Principal Borrower in favour of The Royal Bank of Scotland plc (the "**Debenture**")

charging the whole of its property, assets and undertaking from time to time in favour of The Royal Bank of Scotland plc (as security agent for itself and the other Secured Parties) to secure the liabilities of the Subsidiary under the Finance Documents

Each capitalised term used in this paragraph 3 and (where relevant) subsequently in Appendix 2 is as defined in the Debenture

The Deed of Accession and Charge requires the Subsidiary to grant fixed and floating charges over all its assets and undertakings by way of Security for (inter alia) its obligations under the guarantees and indemnities referred to in paragraph 1 above

4 INTRA GROUP LOAN AGREEMENT

The entry by the Subsidiary into an intra group loan agreement to be entered into by the Parent and the Principal Borrower (as borrowers) and the Subsidiary and certain other Group Companies (as lenders) (the **"Intra Group Loan Agreement"**)

- 5** All terms which are defined in the text of this Appendix 1 shall have the same meaning when used elsewhere in Appendix 2 and Appendix 3

APPENDIX 2: THE PRINCIPAL TERMS ON WHICH THE FINANCIAL ASSISTANCE WILL BE GIVEN

1 SENIOR CREDIT AGREEMENT

By executing the Senior Accession Agreement the Subsidiary will, amongst other things

1 1 irrevocably and unconditionally (jointly and severally with the other Guarantors) in accordance with clause 21 and clause 33 of the Senior Credit Agreement

- (a) as principal obligor guarantee to each Finance Party punctual performance by each other Obligor (as defined therein) of all that Obligor's obligations under the Finance Documents (as defined in the Intercreditor Deed);
- (b) undertake with each Finance Party that whenever another Obligor does not pay any amount when due under or in connection with any Finance Document, that Guarantor shall immediately on demand pay that amount as if it was the principal obligor,
- (c) indemnify each Finance Party immediately on demand against any cost, loss or liability suffered by that Finance Party if any obligation 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,
- (d) agree that its guarantee and indemnity obligations will not be affected by (amongst other things) any act, circumstance, omission, matter or thing which would otherwise reduce, release or prejudice any of such obligations or prejudice or diminish such obligations,
- (e) agree that it intends that its guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following acquisitions of any nature, increasing working capital, enabling investor distributions to be made, carrying out restructurings, refinancing existing facilities, refinancing any other indebtedness, making facilities available to new borrowers, any other variation or extension of the purposes for which any such facility or amount might be made available from time to time, and any fees, costs and/or expenses associated with any of the foregoing, and
- (f) agree that any Finance Party may set off any matured obligation owed by the Subsidiary to that Finance Party under the Finance Documents (to the extent beneficially owned by that Finance Party) against any matured obligation owed by that Finance Party to the Subsidiary, and

1 2 give various representations and warranties, undertakings and indemnities to the Finance Parties to enable the Finance Parties to continue to make the facilities under the Senior Credit Agreement available and agree to pay certain costs, fees and expenses to the Finance Parties

2 INTERCREDITOR DEED

By executing the Senior Accession Agreement and acceding to the Intercreditor Deed (as defined in Appendix 1), the Subsidiary will

- (a) acknowledge (amongst other things) the arrangements made between the Senior Finance Parties and the Investors which regulate the ability of the Subsidiary to

make certain payments to those parties and the priorities between the parties thereto,

- (b) agree that, in certain circumstances, intercompany debts are postponed and subordinated to the liabilities owed by the Obligors to the Senior Finance Parties,
- (c) give various representations and warranties, undertakings, covenants and indemnities, and agree to pay certain costs, fees and expenses to the Creditors, and
- (d) covenant to pay the amounts owing under the Finance Documents (including providing a guarantee in favour of the lenders providing interest rate hedging protection in connection with the financing (the "**Hedging Lenders**") pursuant to which the Subsidiary would guarantee to each Hedging Lender payment in full of the Hedging Loss (as defined therein) owed to it by any other Obligor)

In this paragraph 2 each capitalised term has the meaning given to it in the Intercreditor Deed

3 DEBENTURE

3 1 By executing the Deed of Accession and Charge to the Debenture, the Subsidiary will amongst other things

- (a) as primary obligor covenant to the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay or discharge the Indebtedness, which includes all money and liabilities due, owing or incurred now or in the future to any Secured Party by any Charging Company under any Finance Document, when it falls due for payment in the manner and at the times provided in the relevant Finance Documents,
- (b) as beneficial owner with full title guarantee charge all of its undertaking, property and assets (both present and future) by way of fixed and floating charges and/or assignment to secure its obligations to the Secured Parties, and
- (c) give various undertakings, covenants and indemnities, and agree to pay certain costs, fees and expenses to the Security Agent (for the Secured Parties)

3 2 The Subsidiary also agrees in the Debenture at its own expense to undertake to execute such documents and take whatever action the Security Agent might reasonably request to, among other things, perfect and/or protect the security, facilitate the realisation or enforcement of the security or the exercise of the Security Agent's rights and discretions, and to confer on the Security Agent equivalent or similar security over its assets as that intended by the Debenture

3 3 The Subsidiary will permit the Security Agent to set off any obligation due and payable by the Subsidiary to the Security Agent against any obligation (whether or not due and payable) owed by the Security Agent (as the case may be) to the Subsidiary

3 4 In this paragraph 3 each capitalised term has the meaning given to it in the Debenture

4 INTRA GROUP LOAN AGREEMENT

By executing the Intra Group Loan Agreement the Subsidiary and the other Group Companies party to it as lenders agree to provide the Principal Borrower with loan facilities in sufficient amounts to enable the Principal Borrower to make payments due under the Senior Credit Agreement subject to a maximum aggregate amount of £1,400,000,000. Outstandings under the Intra Group Loan Agreement will be repayable on the Subsidiary's first demand and will bear interest at the rate referred to therein

Note In these financing arrangements references to the Senior Credit Agreement, the Intercreditor Deed, the Debenture and the Intra Group Loan Agreement include reference to such document as varied in any manner from time to time, even if changes are made to the composition of the parties to such document or to the nature or amount of any facilities made available under such document

APPENDIX 3: THE AMOUNT OF CASH TO BE TRANSFERRED TO THE PERSON ASSISTED

Nil but the Subsidiary has entered into a commitment under the terms of the Intra Group Loan Agreement to make loan facilities available to the Principal Borrower in certain circumstances of up to a maximum principal amount of £1,400,000,000

The Directors
PHS Services Limited
Western Industrial Estate
Caerphilly
CF83 1XH

5 September 2007

Dear Sirs

Report of the Independent Auditor to the directors of PHS Services Limited pursuant to Section 156(4) of the Companies Act 1985

We report on the attached statutory declaration of the directors of PHS Services Limited (the "Company") dated 5 September 2007, prepared pursuant to the Companies Act 1985, in connection with the proposal that the Company's subsidiary undertaking, PHS Western Limited, should give financial assistance for the purpose of reducing or discharging a liability incurred for the purpose of the acquisition of 514,679,975 of the ordinary shares of the Company. This report, including the opinion, has been prepared for and only for the Company and the Company's directors in accordance with Section 156 of the Companies Act 1985 and for no other purpose. We do not, in giving the opinion set out below, accept or assume responsibility for any other purpose or to any other person to whom this report is shown or into whose hands it may come save where expressly agreed by our prior consent in writing.

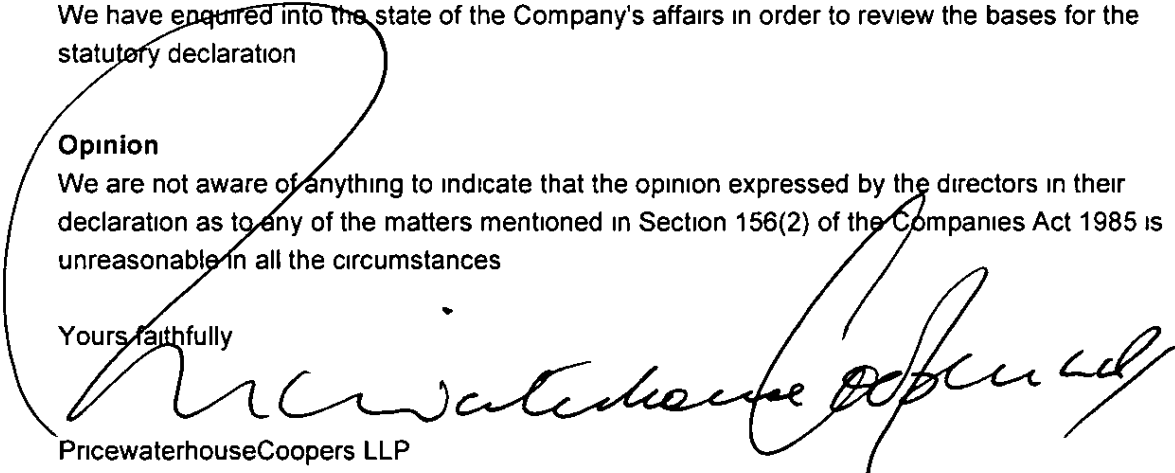
Basis of opinion

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.

Yours faithfully



PricewaterhouseCoopers LLP
Chartered Accountants and Registered Auditors

F3FLT14, F3FLT14

From: Wallace, Sarah
Sent: 03 September 2007 08:01
To: Wallace, Sarah
Subject: PHS Services - Form B - Laserforms

Laserforms for Stat Decs - FORM B's from PHS Services for

- (1) PHS Western Limited
- (2) PHS Holdings Limited
- (3) PHS Investments Limited
- (4) Personnel Hygiene Services Limited
- (5) PHS All Clear Limited
- (6) Teacrate Limited
- (7) Teacrate Rentals Limited
- (8) Warner Howard Group Limited
- (9) Warner Howard Services Limited
- (10) Warner Howard (Holdings) Limited
- (11) Tenberry Limited
- (12) Warner Howard (UK) Limited
- (13) Orwak Environmental Services Limited
- (14) Warner Howard Limited

Sarah Wallace

Associate - International Finance

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 Email sarah.wallace@lovells.com

F3FLT14, F3FLT14

From Wallace, Sarah
Sent: 31 August 2007 18 52
To Wallace, Sarah
Subject: PHS Services - Form B - Schedules

Schedules to Stat Decs - FORM B's from PHS Services for

- (1) PHS Western Limited
- (2) PHS Holdings Limited
- (3) PHS Investments Limited
- (4) Personnel Hygiene Services Limited
- (5) PHS All Clear Limited
- (6) Teacrate Limited
- (7) Teacrate Rentals Limited
- (8) Warner Howard Group Limited
- (9) Warner Howard Services Limited
- (10) Warner Howard (Holdings) Limited
- (11) Tenberry Limited
- (12) Warner Howard (UK) Limited
- (13) Orwak Environmental Services Limited
- (14) Warner Howard Limited

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