

Please do not
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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

01430898

Name of company

* AURORA CORPORATE SERVICES LIMITED

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

* insert full name
of company

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

XWe o PAUL RICHARD MARTIN PINDAR of Byron House, Bourneside, Virginia Water, GU254LZ and GORDON MARK HURST of The Manor House, Reading Road, Berkshire, RG7 4QG together with the remaining directors of the Company, William Dye and Timothy Jennings who are swearing another Form 155(6)a on a separate form today in exactly the same form as this Form 155(6)a and so that it is our intention that the two Forms 155(6)a should constitute one and the same statutory declarations sworn by all the directors of the Company and together being

† delete as appropriate

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

The business of the company is:

§ delete whichever
is inappropriate

the **Banking Act 1979**

the Companies Act 1982

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] [company's holding company x

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: 77 ordinary shares
of £1.00 each

Presentor's name address and
reference (if any) :
Herbert Smith (ref:2711)
Exchange House
Primrose Street
London
EC2A 2HS

For official Use
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The assistance is to be given to: (note 2) _____

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

Please do not
write in this
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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, Capita IRG Plc ("Capita IRG"), entered into a share purchase agreement on 21 February 2003 with the then shareholders of the Company; pursuant to which Capita IRG purchased the entire issued share capital of the Company (the "Acquisition").

Capita IRG called in its parent company, Capita Group Plc's ("Capita") ongoing facility with Barclays Bank PLC ("Barclays") to pay the cash consideration for the Acquisition. Following the Acquisition, it was 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, Capita IRG 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

Capita IRG PLC, The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU

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, Capita DBS Limited, Capita Insurance Services Group Limited, Capita Insurance Services Limited, Capita Trust Company Limited, Capita McLarens 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**

01430898

Name of Company

Aurora Corporate
Services Limited**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, 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 and whether as principal or with any other person and 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 16th 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).

Please do not write in this margin

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

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

I/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)

- (a) ~~I/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) ~~[I/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)

And ~~I/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

[Signature]

before me *Emma Lampier*

Sb7.

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

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 Aurora Corporate Services Limited
pursuant to section 156(4) of the Companies Act 1985**

We have examined the attached statutory declaration of the directors of Aurora Corporate Services 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

COMPANIES FORM No. 155(6)a

Declaration in relation to assistance for the acquisition of shares

155(6)a

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

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To the Registrar of Companies
(Address overleaf - Note 5)

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Company number

[] [] [] [] [] []

01430898

Name of company

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

* AURORA CORPORATE SERVICES LIMITED

* insert full name of company

☒ We **WILLIAM DYE** of 5 Taverners Close, Addison Avenue, London, W11 4RH and **TIMOTHY JENNINGS** of 8 Beaumaris Grove, Shenley Church End, Milton Keynes, Buckinghamshire, MK5 6EN who together with the remaining directors of the Company, Gordon Hurst and Paul Pindar who are swearing another Form 155(6)a on a separate form today in exactly the same form as this Form 155(6)a and so that it is our intention that the two Forms 155(6)a should constitute one and the same statutory declarations sworn by all the directors of the Company and together being

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

† delete as appropriate

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

The business of the company is:

§ delete whichever is inappropriate

~~for that of a recognised bank licensed institution within the meaning of the Banking Act 1979~~
~~for that of a person authorised under section 31 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] ~~company's holding company~~ _____

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: 77 ordinary shares
of £1.00 each

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

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

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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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The assistance will take the form of:

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Capita IRG called in its parent company, Capita Group Plc's ("Capita") ongoing facility with Barclays Bank PLC ("Barclays") to pay the cash consideration for the Acquisition. Following the Acquisition, it was 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, Capita IRG 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

Capita IRG PLC, The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU

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, Capita DBS Limited, Capita Insurance Services Group Limited, Capita Insurance Services Limited, Capita Trust Company Limited, Capita McLarens 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, Raddenstille Limited, Sector Treasury Services Limited, Tytherleigh Limited.

(see continuation sheet)

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

(b) [KX]X intended toX commence theX winding upX of theX companyX within theX monthX of that dateX andX haveX made theX pointX that theX companyX will beX ableX toX pay theX debtX in fullX within 12X monthsX of theX commencement of theX winding upX* (note 3)

Declarants to sign below

before me AUS 17/10/2014 Alexander Henry J. General Counsel
A-Commissioner for Oaths or Notary Public or Justice of
the Peace or a Solicitor having the powers conferred on
a Commissioner for Oaths.

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

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Opinion

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Ernst & Young LLP
Registered Auditor
London

31 March 2003