

**155(6)b**

# Declaration by the directors of a holding company in relation to assistance for the acquisition of shares

Please do not  
write in  
this margin

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

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

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

† Delete as  
appropriate

§ Delete whichever  
is inappropriate

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

For official use

Company number

--	--	--	--

05129988

Name of company

\*  
Jabez Holdings Limited

I/We †

Suzanne Claire Baxter of Wetherdene, 12 Richmond Road, Bath, Somerset BA1 5TU

Ruby McGregor-Smith of Eastgate, Coopers Hill Lane, Englefield Green, Egham, Surrey TW20 0ZB

Justin Ridley of 7 Aspen Grove, Drumpellier Lawns, Bargeddie Baillieston, Glasgow, Lanarkshire G69 7TP

William Robson on 39 Cairnwood Drive, Cairnhill, Airdrie ML6 9HR

~~{the sole director}~~ {all the directors} † of the above company (hereinafter called 'this company') do solemnly and sincerely declare that

The business of the company is

- (a) ~~that of a {recognised bank} {licensed institution} † within the meaning of the Banking Act 1979~~ §
- (b) ~~that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on insurance business in the United Kingdom~~ §
- (c) something other than the above §

The company is ~~{the}~~ {a} holding company of\* Robert Prettie & Co Limited

\_\_\_\_\_ which is  
proposing to give financial assistance in connection with the acquisition of shares  
in {this company} [ \_\_\_\_\_

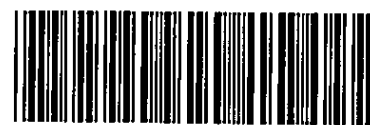
~~the holding company of this company} †~~

Presenter's name address and  
reference (if any)

For official Use (02/06)  
General Section

Post room

THURSDAY



A32

\*A85L5QZ2\*

05/07/2007

750

COMPANIES HOUSE

The assistance is for the purpose of ~~{that acquisition}~~ {reducing or discharging a liability incurred for the purpose of that acquisition} † (note 1)

Please do not  
write in  
this margin

The number and class of the shares acquired or to be acquired is 161,429 ordinary shares of £1  
each

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

The assistance is to be given to (note 2)

MITIE Group plc (Company Number SC019230) whose registered address is at 35 Duchess  
Road, Rutherglen, Glasgow, G73 1AU

The assistance will take the form of

Please refer to the attached Schedule, Part I

The person who ~~{has acquired}~~ ~~{will acquire}~~ † the shares is  
The Purchaser

† Delete as  
appropriate

The principal terms on which the assistance will be given are

Please refer to the attached Schedule, Part II

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

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

CO155(6)(b)/2

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

The date on which the assistance is to be given is within 8 weeks of the date hereof

~~I/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) ~~I/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)

(b) ~~It is intended to commence the winding-up of this company within 12 months of that date,--~~  
~~and I/we have formed the opinion that this company will be able to pay its debts in full within---~~  
~~12 months of the commencement of the winding-up]\* (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 83 BAKER ST, LONDON

Declarants to sign below

Day Month Year

on 

20	06	2007
----	----	------

before me Tom Bury TA Bury

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 auditor's 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  
DX 33050 Cardiff

or, for companies registered in Scotland -

The Registrar of Companies  
37 Castle Terrace  
Edinburgh  
EH1 2EB

DX 235 Edinburgh  
or LP-4 Edinburgh 2



To: Bunj End  
my

Schedule to Form 155(6)b

**Part I**

The assistance will take the form of

The execution and delivery by a subsidiary of the Company, Robert Prettie & Co Limited ("**RPCL**") of an accession letter (the "**Accession Letter**") to a £150,000,000 credit agreement dated 17 January 2007 and made between, amongst others, the Finance Parties (as defined therein) (1), and the Purchaser (2) (the "**Credit Agreement**") Pursuant to the Accession Letter, RPCL will give a guarantee in favour of the Finance Parties

**Part II**

The principal terms on which assistance will be given are

Pursuant to the Accession Letter RPCL agrees to be bound by the terms of and to perform all of the obligations within the Credit Agreement, including the following guarantee (the "**Guarantee**")

- (a) to guarantee the punctual performance by the Purchaser and certain subsidiaries of the Purchaser (the "**Subsidiaries**") of all obligations under the Finance Documents (as defined in the Credit Agreement), including without limitation all obligations and liabilities under the Credit Agreement,
- (b) to guarantee repayment of moneys owed to the Finance Parties by the Purchaser and the Subsidiaries under the Finance Documents, and
- (c) to indemnify each Finance Party against any loss or liability suffered by that Finance Party if any obligation guaranteed by RPCL is or becomes unenforceable, invalid or illegal

The Credit Agreement also contains the following agreements by RPCL which, to the extent they constitute financial assistance, contain the following principal terms.

- 1 RPCL agrees that its obligations under the Guarantee will not be affected by any act, omission or thing which would reduce, release or prejudice any of its obligations under the Guarantee, including any amendment (however fundamental) of a Finance Document or any other document or security
- 2 RPCL agrees that a Finance Document or other document includes (without prejudice to any prohibition on amendments) all amendments however fundamental to that Finance Document or other document, including any amendment providing for any increase in the amount of a facility or any additional facility

The Credit Agreement also contains the following agreements by the Company which to the extent they constitute financial assistance, contain the following principal terms

- 1 The Company agrees that its obligations under the Guarantee will not be affected by any act, omission or thing which would reduce, release or prejudice any of its obligations under the Guarantee, including any amendment (however fundamental) of a Finance Document or any other document or security
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**155(6)b**

# Declaration by the directors of a holding company in relation to assistance for the acquisition of shares

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write in  
this margin

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

--	--	--	--

05129988

Name of company

Jabez Holdings Limited

Note  
Please read the  
instructions on page 3  
before completing  
this form

1 full name  
of company  
1 name(s)  
and address(es)  
of all the directors

1/We

Suzanne Claire Baxter of Wetherdene, 12 Richmond Road, Bath, Somerset BA1 5TU

Ruby McGregor-Smith of Eastgate, Coopers Hill Lane, Englefield Green, Egham, Surrey TW20 0ZB

Justin Ridley of 7 Aspen Grove, Drumpellier Lawns, Bargeddie Baillieston, Glasgow,

Lanarkshire G69 7TP

William Robson on 39 Cairnwood Drive, Cairnhill, Airdrie ML6 9HR

† Delete as  
appropriate

~~the sole director~~ [all the directors] † of the above company (hereinafter called 'this company') do  
solemnly and sincerely declare that

The business of the company is

§ Delete whichever  
is inappropriate

- (a) ~~that of a [recognised bank] [licensed institution] † within the meaning of the Banking Act 1979~~ §  
(b) ~~that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on  
insurance business in the United Kingdom~~ §  
(c) something other than the above §

The company is ~~the~~ [a] holding company of\* Robert Prettie & Co Limited

\_\_\_\_\_ which is  
proposing to give financial assistance in connection with the acquisition of shares  
in [this company] [\_\_\_\_\_]  
\_\_\_\_\_ the holding company of this company † †

Presenter's name address and  
reference (if any)

For official Use (02/06)  
General Section

assistance is for the purpose of ~~that acquisition~~ (reducing or discharging a liability incurred for the  
use of that acquisition) † (note 1)

Please do not  
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this margin

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each

Please complete  
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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

CO155(6)(b)/2



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

\*Delete either (a) or  
(b) as appropriate

1. 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) [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 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 No 2 COLWICK QUARTERS BUSINESS PARK, COLWICK, NOTTINGHAM. Declarants to sign below

on 

Day	Month	Year
21	06	2017

before me

NICHOLAS McDONALD  
A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths 44 CASTLE GATE NOTTINGHAM NG1 7BJ

## NOTES

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Cardiff  
CF14 3UZ

DX 33050 Cardiff

or, for companies registered in Scotland -

The Registrar of Companies  
37 Castle Terrace  
Edinburgh  
EH1 2EB

DX 235 Edinburgh

or LP-4 Edinburgh 2

**Jabez Holdings Limited (Company Number: 05129988)**

**Schedule to Form 155(6)b**

**Part I**

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- 2 RPCL agrees that a Finance Document or other document includes (without prejudice to any prohibition on amendments) all amendments however fundamental to that Finance Document or other document, including any amendment providing for any increase in the amount of a facility or any additional facility

**INDEPENDENT AUDITORS' REPORT TO THE DIRECTORS OF JABEZ HOLDINGS LIMITED  
("THE COMPANY") PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985**

We have examined the attached statutory declaration of the directors of the Company dated 20 June 2007 in connection with the proposal that the Company's subsidiary Robert Prettie & Co Limited should give financial assistance for the purpose of reducing or discharging a liability incurred in connection with the acquisition of the Company's shares

This report is made solely to the directors of the Company for the purpose of section 156(4) of the Companies Act 1985. Our work has been undertaken so that we might state to the directors of the Company those matters that we are required to state to them in an auditors' report under that section 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, for our work, for this report, or for the opinions that we have formed

**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

*Deloitte & Touche LLP*

**Deloitte & Touche LLP**  
Chartered Accountants and Registered Auditors  
Bristol, United Kingdom

20 June 2007