

CHFP025

Declaration in relation to assistance for the acquisition of shares

155(6)a

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

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

For official use

Company number

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

Name of company

* CITYSPRINT SHARED SERVICES LIMITED

* insert full name
of company

XWe o Andrew Robert Bernard of The Old Cottage, Broadham Green Road, Oxted
Surrey RH8 9PF

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

Gerard Keenan of Ground floor, RedCentral, 60 High Street, Redhill,
Surrey RH1 1NY

† delete as appropriate

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

The business of the company is

§ delete whichever
is inappropriate

[illegible]

(c) something other than the above §

The company is proposing to give financial assistance in connection with the acquisition of shares in the

~~XXXXXX~~ [company's holding company] The Courier and Passenger Transport Group

Limited} t

The assistance is for the purpose of [that acquisition] ~~XXXXXXXXXXXXXXXXXXXXXXX~~

~~XXXXXXXXXXXX~~ †

The number and class of the shares acquired or to be acquired is 396,820 ordinary shares of

1p each in the capital of The Courier and Passenger Transport Group Limited

Presenter's name address and
 reference (if any)
 Squire, Sanders & Dempsey
 Level 25, Tower 42
 25 Old Broad Street
 London
 EC2N 1HQ
 020 7189 8000

For official Use
General Section

Post room



AA513SOL

11/08/2007

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COMPANIES HOUSE

The assistance is to be given to (note 2) Courier and Passenger Transport Holdings Limited
("CPT Holdings")

Please do not
write in this
margin

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

The assistance will take the form of

Please see Schedule 1 attached.

The person who ~~XXXXXXXXXX~~ [will acquire] † the shares is

† delete as
appropriate

CPT Holdings

The principal terms on which the assistance will be given are

Please see Schedule 2 attached.

The amount of cash to be transferred to the person assisted is £ N/A

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

10 August 2007

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

CITYSPRINT SHARED SERVICES LIMITED (the "Company")

FORM 155(6)a

SCHEDULE 1

This is the Schedule 1 referred to in the Form 155(6)a declared by all the directors of the Company on 8 August 2007

Financial assistance will be provided by the Company to Courier and Passenger Transport Holdings Limited ("**CPT Holdings**") for the purpose of the acquisition (the "**Acquisition**") by CPT Holdings of the entire issued share capital of The Courier and Passenger Transport Group Limited (the "**Target**") The financial assistance will take the form of the execution, delivery and performance of the following documents as the same may be amended, supplemented or substituted from time to time

- (a) a draft debenture (the "**Bank Debenture**") to be entered into by the Company in favour of The Governor and Company of Bank of Ireland (the "**Bank**"),
- (b) seven draft unlimited multilateral guarantees and indemnities (the "**Bank Guarantees**") to be executed by, inter alia, the Company in favour of the Bank,
- (c) a draft intra-group loan agreement (the "**Loan Agreement**") to be entered into between, inter alia, CPT Holdings and the Company, and
- (d) a draft deed of subordination (the "**Subordination Deed**") to be entered into between, inter alia, CPT Holdings, the Bank, the Company and the existing shareholders of the Target (the "**Shareholders**")

the documents detailed above being collectively referred to as the "**Documents**"

CITYSPRINT SHARED SERVICES LIMITED

FORM 155(6)a

SCHEDULE 2

This is the Schedule 2 referred to in the Form 155(6)a declared by all the directors of the Company on 8 August 2007

All capitalised terms in this Schedule 2 shall, unless the contrary intention appears, have the meanings given to them in Schedule 1

The principle terms on which the assistance will be given are

- (a) Pursuant to the terms of the Bank Debenture, the Company with full title guarantee and as security for the payment and discharge of all monies and obligations and liabilities whether actual or contingent now or hereafter due, owing or incurred to the Bank by the Company, charges
 - (i) All the freehold or leasehold property described in the First Schedule of the Bank Debenture and all buildings, structures, fixtures (including trade fixtures) and fixed plant, machinery and equipment from time to time thereon
 - (ii) All fixture freehold and leasehold property of the Company and all buildings, structures, fixtures (including trade fixtures) and fixed plant, machinery and equipment from time to time thereon
 - (iii) All present and future goodwill and connection of all businesses carried on by or on behalf of the Company, and patents, trade marks, copyrights, registered designs and similar assets or rights for the time being owned or held by the Company including all fees, royalties and other rights derived therefrom or incidental thereto and any uncalled capital for the time being of the Company
 - (iv) All book debts and other debts and all moneys whatsoever for the time being due, owing or payable to the Company, (including the benefit of any judgment or order to pay a sum of money) and the benefit of any mortgages, charges,

pledges, liens, rights of set off or any security interest whatsoever, howsoever created or arising, for the time being held by the Company in respect of any such debts or moneys and all cash deposits in any account of the Company with any person and all bills of exchange, promissory notes and negotiable instruments of any description at any time owned or held by the Company

- (v) All shares and marketable securities and options to acquire such shares and marketable securities for the time being owned by the Company and all rights in respect of or incidental thereto including all dividends, interest and other distributions and all accretions, benefits and advantages
 - (vi) All the right, title and interest of the Company to and in any proceeds of any present or future insurances
 - (viii) By way of a floating charge, all the undertaking and all other property, assets and rights of the Company whatsoever and wheresoever both present and future
- (b) Pursuant to the terms of the Bank Guarantees the Company agrees to pay to the Bank on written demand the whole and each and every part of all sums of money which are now or at anytime owing or unpaid anywhere from CPT Holdings, the Target, WestOne Passenger Cars Limited, CitySprint (UK) Limited, Burgundy Passenger Cars Limited and WestOne Private Hire Training Limited whether as principal or surety and whether solely or jointly with any other party together with all interest (the "**Debt**") and the Bank Guarantee is continuing security for the Debt

The Debt includes, but is not limited to (whether as originally given or subsequently varied, extended or increased in any way)

- (i) overdrafts, personal and other loans or facilities and further advances of money,
 - (ii) guarantees and indemnities to the Bank and any of the Company's other contingent liabilities,
 - (iii) discount, commission and other lawful charges and expenses, and
 - (iv) interest in accordance with any agreement between the Company and the Bank
- (c) Under the terms of the Loan Agreement, each lender may lend monies to the borrowers up to in aggregate the sum of £25 million for use by each borrower for its general

commercial purposes and for its general working capital requirements and, in addition, CPT Holdings may use such borrowed sums in respect of its obligations to pay interest, principal, costs, fees, expenses, charges and other sums due in connection with a facility advanced by the Bank

- d) Under the terms of the Subordination Deed, the Company acknowledges and agrees to the arrangements between, inter alia, the Bank, CPT Holdings and the Company and the Shareholders which govern, inter alia, the regulation of the respective priorities of the parties and the subordination of certain parties in relation to the liabilities of CPT Holdings to them

**INDEPENDENT AUDITORS' REPORT TO THE DIRECTORS OF CITYSPRINT
SHARED SERVICES LIMITED PURSUANT TO SECTION 156(4) OF THE
COMPANIES ACT 1985**

We have examined the attached statutory declaration of the directors dated 8 August 2007, prepared in accordance with applicable United Kingdom law, in connection with the proposal that CitySprint Shared Services Limited (the "Company") should give financial assistance for the purchase of the entire ordinary share capital of the Company's ultimate holding company, The Courier and Passenger Transport Group Limited

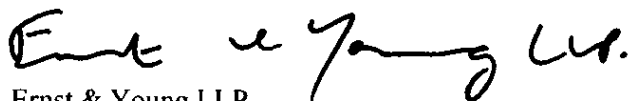
This report is made solely to the directors in accordance with Section 156(4) of the Companies Act 1985. Our work has been undertaken so that we might state to the directors those matters we are required to state to them in an auditors' report under section 156(4) and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the directors, for our audit work, for this report, or for the opinions we have formed.

Basis of opinion

We have enquired into the state of affairs of the Company so far as necessary 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
8 August 2007