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CHWP000

Please do not
write in
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COMPANIES FORM No. 155(6)(a)

Declaration in relation to assistance for the acquisition of shares

155(6)a

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

--	--	--

991769

Name of company

* DAWSON PENNINGTON & COMPANY

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

* insert full name
of company

I/We ☒ SEE SCHEDULE 1

☐ Insert name(s) and
address(es) of all
the directors

☒ delete as
appropriate

☒ delete whichever
is inappropriate

~~the sole director~~ all the directors of the above 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 proposing to give financial assistance in connection with the acquisition of shares in
the [company] ~~company's holding company~~

Limited

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 SEE SCHEDULE 2

Presenter's name address and
reference (if any)

Sam Clark
CCV Limited
26-28 Pembroke Road
Sevenoaks
Kent, TN13 1XR

For official Use (02/06)
General Section

Post room

FRIDAY



A51 *AKW12ZD5* 192
02/05/2008
COMPANIES HOUSE

The assistance is to be given to: (note 2) CULLUM CAPITAL VENTURES LIMITED (CO NO 5587424)

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

SEE SCHEDULE 3

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

f delete as
appropriate

CULLUM CAPITAL VENTURES LIMITED (CO NO 5587424)

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

SEE SCHEDULE 4

The amount of cash to be transferred to the person assisted is £ SUCH SUMS AS IS PAYABLE UNDER THE INTERCOMPANY ACCESSION AGREEMENT

The value of any asset to be transferred to the person assisted is £ 0 00

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

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) ~~[It is intended to commence the winding up of the company within 12 months of that date, and I/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 2-14 MULLAGE
SCOTT

Declarants to sign below

on

Day	Month	Year
28	04	2008

before me (Paul Wilson), Solicitor.

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 162(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 166(3) of the Companies Act 1985.

4 The auditors report required by section 166(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

**SCHEDULES TO THE FINANCIAL ASSISTANCE DECLARATION
FORM 155(6)a
relating to
DAWSON PENNINGTON & COMPANY LIMITED
("this company")
(Registered number 991769)**

This is the document referred to as Schedule 1 in the attached Statutory Declaration

Roger Michael Brown

7 Ivy Way

Solihull

West Midlands

B90 1RR

William Francis Maloney



Whitford House

Dams Lane

Allostock

Knutsford

Cheshire, WA16 9JJ



PAUL WILSON

Timothy David Johnson

Nursery Cottage

3A The Green

Westerham

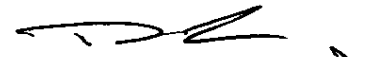
Kent

TN16 1AS

**SCHEDULES TO THE FINANCIAL ASSISTANCE DECLARATION
FORM 155(6)a
relating to
DAWSON PENNINGTON & COMPANY LIMITED
("this company")
(Registered number 991769)**

This is the document referred to as Schedule 2 in the attached Statutory Declaration

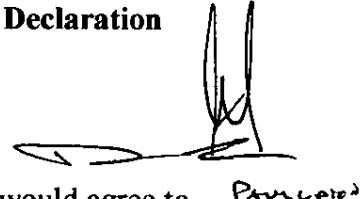
1,417 Ordinary shares of £1 00 each in this company
(having since been re-designated as 1,417 A Ordinary Shares of £1 00 each)


(Pam Moran)

**SCHEDULES TO THE FINANCIAL ASSISTANCE DECLARATION
FORM 155(6)a
relating to
DAWSON PENNINGTON & COMPANY LIMITED
("this company")
(Registered number 991769)**

This is the document referred to as Schedule 3 in the attached Statutory Declaration

The assistance will take the form of



Paul Cairns

- 1 A deed of accession to be entered into by this company whereby it would agree to become party to and to be bound by the terms of a debenture dated 30 June 2006 made between, inter alia, (1) Cullum Capital Ventures Limited, and (2) Bank of Scotland plc (previously The Governor and Company of the Bank of Scotland) (as Security Trustee for itself and each Secured Party (as each is defined therein)) pursuant to which this company will grant fixed and floating charges over the whole of its property, assets and undertaking to the Security Trustee to secure, inter alia, all present and future obligations and liabilities of this company to each Secured Party in terms of the Finance Documents (as defined therein) in accordance with the terms contained therein ("**Deed of Accession**"),
- 2 A letter of accession pursuant to the terms of the Facility Agreement dated 30 June 2006 entered into between Cullum Capital Ventures Limited, the Mandated Lead Arranger named therein, the Original Lender named therein and Bank of Scotland plc (previously The Governor and Company of the Bank of Scotland) as Agent and Security Trustee (the *Facility*) pursuant to which this company will become an Additional Guarantor pursuant to Clause 26.3 thereof ("**Accession Letter**"),
- 3 An accession agreement to the Intercreditor Agreement, dated 30 June 2006 between, among others, Cullum Capital Ventures Limited, the Debtors (as defined therein) and Bank of Scotland plc (previously The Governor and Company of the Bank of Scotland) as Agent and Security Trustee, to be entered into between this company, Cullum Capital Ventures Limited, and Bank of Scotland plc as Security Trustee ("**Intercreditor Accession Agreement**"), and

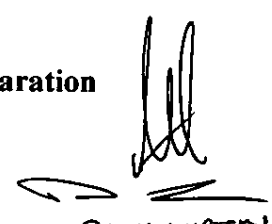
- 4 **An accession agreement to the intra-group loan agreement between this company and Cullum Capital Ventures Limited pursuant to which this company will make certain loan facilities available to Cullum Capital Ventures Limited (“Intercompany Accession Agreement”)**

The entry by this company into the Deed of Accession, the Accession Letter, the Intercreditor Accession Agreement and the Intercompany Accession Agreement is required in order for the Lenders to continue to provide and make available facilities to Cullum Capital Ventures Limited which were used (inter alia) to assist in the acquisition of 91.6% of the issued share capital of this company by Cullum Capital Ventures Limited

SCHEDULES TO THE FINANCIAL ASSISTANCE DECLARATION
FORM 155(6)a
relating to
DAWSON PENNINGTON & COMPANY LIMITED
("this company")
(Registered number 991769)

This is the document referred to as Schedule 4 in the attached Statutory Declaration

The principal terms in which the financial assistance will be given:



PAUL CULLEN

- 1 Pursuant to the Deed of Accession this company agrees to be bound by all the covenants and agreements in the Debenture which in turn requires Cullum Capital Ventures Limited, as beneficial owner and as continuing security for the payment and discharge of all the Secured Liabilities (as defined in the Debenture), to charge to the Security Trustee (for the benefit of the Secured Parties) by way of fixed and floating charges the whole of its right, title and interest in its property, assets and undertaking, both present and future, on the terms contained therein including, but not limited to -
 - (a) by way of first legal mortgage all estates or interests in the freehold property (if any) now belonging to it and specified in Schedule 2 of the Debenture and the proceeds of sale of them and all buildings and trade and other fixtures on that property which belong, or are charged, to this company (the *Legally Mortgaged Property*),
 - (b) by way of fixed charge all estates or interests in any freehold, leasehold and other immovable property which belong to this company now or at any time during the Security Period (as defined therein) (other than the Legally Mortgaged Property) and the proceeds of sale of them and all buildings and trade and other fixtures from time to time on any such property which belong, or are charged, to it,
 - (c) by way of fixed charge all plant, machinery, vehicles, computers and office and other equipment owned by it now or in the future,
 - (d) by way of fixed charge
 - (1) all stocks, shares (including, but not limited to those shares specified in Schedule 3 of the Debenture or in the Schedule to any Deed of Accession (as defined therein)), debentures, bonds, notes and loan capital of this company in

any Subsidiary (as defined therein) and in any other body corporate, except for any of this company's shares in an employee benefit trust, and

- (ii) all rights to subscribe for or otherwise acquire, redeem or convert any other securities or loan capital,

which now or in the future belong to it, and all dividends, interest and other income and all other rights of any kind deriving from or incidental to any rights and property listed in paragraph (i) or (ii) above,

- (e) by way of fixed charge its present and future goodwill and its present and future uncalled capital,
- (f) by way of fixed charge all copyrights, patents, patent applications, licences, trade marks, tradenames, know-how and inventions or other rights of every kind deriving therefrom now or at any time hereafter belonging to this company and all fees, royalties and other rights of every kind deriving from such copyrights, patents, trade marks, tradenames, know-how and inventions (including, without limitation, those intellectual property rights (if any) specified in Schedule 4 of the Debenture and/ or the Schedule to any Deed of Accession), and
- (g) by way of floating charge all of this company's assets and undertaking, present and future, other than any assets from time to time or for the time being effectively mortgaged, assigned or charged by way of fixed charge to the Security Trustee, and

A This company assigns to the Security Trustee (as agent and trustee for the Secured Parties) by way of security and with full title guarantee (and to the extent that the security so constituted shall be a continuing security in favour of the Security Trustee as agent and trustee for the Secured Parties) all of its present and future rights, title and interest in and to each Acquisition Agreement, and

B This company agrees to be bound by all other covenants and agreements in the debenture that are expressed to be binding on a Chargor (as defined in the Debenture) including in particular the taking of any action or the execution of any further documents granted pursuant to the further assurance in accordance with clause 5 of the Debenture, the power of attorney pursuant to clause 13 of the Debenture, waivers made in accordance with clause 22 of the Debenture and amendments made under clause 26 of the Debenture

- 2 Pursuant to the Accession Letter this company agrees to be bound by all the covenants and agreements in the Facility including this company guaranteeing the punctual performance of the obligations of the Obligor's under the Finance Documents (as defined therein), paying any amount when due under or in connection with the Finance Documents as if it was a principal obligor and indemnifying each Finance Party (as defined therein) 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. This company also agrees to be bound by all other covenants and agreements in the Facility that are expressed to be binding on a Guarantor including the execution of further documents, the grant of a further assurance and the agreement to waivers, amendments and restatements, assignments and novations of the Facility.
- 3 Pursuant to the Intercreditor Accession Agreement this company agrees to become a Debtor under the Intercreditor Agreement and amongst other matters it agrees that it will not, prior to the date on which the Senior Liabilities (as defined therein) shall have been discharged in full (i) pay or make any distribution in respect of, or otherwise satisfy in any manner all or any part of any part of any Intra-Group Liabilities or Investor Liabilities (each as defined therein), or (ii) create any security interests over any assets for, or any guarantee in respect of any Intra-Group Liabilities or Investor Liabilities.
- 4 Pursuant to the Intercompany Accession Agreement, this company agrees to provide certain loan facilities to Cullum Capital Ventures Limited for the purpose of, inter alia, the repayment of facilities made available by each Secured Party which were used (inter alia) to assist in the acquisition of 91.6% of the issued share capital of this company by Cullum Capital Ventures Limited. Pursuant to the terms of the Loan Agreement this company has also agreed to execute further documents, the grant of a further assurance and the agreement to waivers, amendments and restatements, assignments and novations of the Intercompany Accession Agreement.

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Please do not
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this margin

COMPANIES FORM No. 155(6)(a)

Declaration in relation to
assistance for the acquisition
of shares

155(6)a

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

--	--	--

991769

Name of company

* DAWSON PENNINGTON & COMPANY

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

* Insert full name
of company

I/We ☒ SEE SCHEDULE 1

☒ 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

(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 proposing to give financial assistance in connection with the acquisition of shares in
the [company] ~~[company's holding company]~~

Limited†

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 SEE SCHEDULE 2

Presenter's name address and
reference (if any)

Sam Clark
CCV Limited
26-28 Pembroke Road
Sevenoaks
Kent, TN13 1XR

For official Use (02/06)
General Section

Post room

The assistance is to be given to: (note 2) CULLUM CAPITAL VENTURES LIMITED (CO NO.5587424)

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

SEE SCHEDULE 3

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

† delete as
appropriate

CULLUM CAPITAL VENTURES LIMITED (CO NO.5587424)

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

SEE SCHEDULE 4

The amount of cash to be transferred to the person assisted is £ SUCH SUMS AS IS PAYABLE UNDER THE INTERCOMPANY ACCESSION AGREEMENT

The value of any asset to be transferred to the person assisted is £ 0.00

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

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) [~~It is intended to commence the winding-up of the company within 12 months of that date, and I/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

77 LEADENHALL STREET,
LONDON EC3A 3DE

Day Month Year



on

218	09	2010
-----	----	------

before me CHARLOTTE DENLER (CHARLOTTE DENLER)

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

Declarants to sign below

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

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

**SCHEDULES TO THE FINANCIAL ASSISTANCE DECLARATION
FORM 155(6)a
relating to
DAWSON PENNINGTON & COMPANY LIMITED
("this company")
(Registered number 991769)**

This is the document referred to as Schedule 1 in the attached Statutory Declaration

Roger Michael Brown

7 Ivy Way

Solihull

West Midlands

B90 1RR

William Francis Maloney

Whitford House

Dams Lane

Allostock

Knutsford

Cheshire, WA16 9JJ

Timothy David Johnson

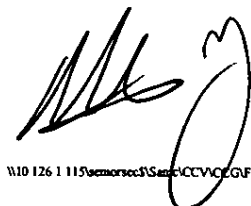
Nursery Cottage

3A The Green

Westerham

Kent


TN16 1AS



**SCHEDULES TO THE FINANCIAL ASSISTANCE DECLARATION
FORM 155(6)a
relating to
DAWSON PENNINGTON & COMPANY LIMITED
("this company")
(Registered number 991769)**

This is the document referred to as Schedule 2 in the attached Statutory Declaration

1,417 Ordinary shares of £1.00 each in this company
(having since been re-designated as 1,417 A Ordinary Shares of £1.00 each).

Handwritten signature and initials in black ink, consisting of a stylized 'A' and a large 'D'.

SCHEDULES TO THE FINANCIAL ASSISTANCE DECLARATION
FORM 155(6)a
relating to
DAWSON PENNINGTON & COMPANY LIMITED
("this company")
(Registered number 991769)

This is the document referred to as Schedule 3 in the attached Statutory Declaration

The assistance will take the form of

1. A deed of accession to be entered into by this company whereby it would agree to become party to and to be bound by the terms of a debenture dated 30 June 2006 made between, inter alia, (1) Cullum Capital Ventures Limited, and (2) Bank of Scotland plc (previously The Governor and Company of the Bank of Scotland) (as Security Trustee for itself and each Secured Party (as each is defined therein)) pursuant to which this company will grant fixed and floating charges over the whole of its property, assets and undertaking to the Security Trustee to secure, inter alia, all present and future obligations and liabilities of this company to each Secured Party in terms of the Finance Documents (as defined therein) in accordance with the terms contained therein ("**Deed of Accession**"),
2. A letter of accession pursuant to the terms of the Facility Agreement dated 30 June 2006 entered into between Cullum Capital Ventures Limited, the Mandated Lead Arranger named therein, the Original Lender named therein and Bank of Scotland plc (previously The Governor and Company of the Bank of Scotland) as Agent and Security Trustee (the *Facility*) pursuant to which this company will become an Additional Guarantor pursuant to Clause 26.3 thereof ("**Accession Letter**"),
3. An accession agreement to the Intercreditor Agreement, dated 30 June 2006 between, among others, Cullum Capital Ventures Limited, the Debtors (as defined therein) and Bank of Scotland plc (previously The Governor and Company of the Bank of Scotland) as Agent and Security Trustee, to be entered into between this company, Cullum Capital Ventures Limited, and Bank of Scotland plc as Security Trustee ("**Intercreditor Accession Agreement**"); and

- 4 An accession agreement to the intra-group loan agreement between this company and Cullum Capital Ventures Limited pursuant to which this company will make certain loan facilities available to Cullum Capital Ventures Limited (**"Intercompany Accession Agreement"**)

The entry by this company into the Deed of Accession, the Accession Letter, the Intercreditor Accession Agreement and the Intercompany Accession Agreement is required in order for the Lenders to continue to provide and make available facilities to Cullum Capital Ventures Limited which were used (inter alia) to assist in the acquisition of 91.6% of the issued share capital of this company by Cullum Capital Ventures Limited.

A handwritten signature in black ink, consisting of a stylized, cursive script.

SCHEDULES TO THE FINANCIAL ASSISTANCE DECLARATION
FORM 155(6)a
relating to
DAWSON PENNINGTON & COMPANY LIMITED
("this company")
(Registered number 991769)

This is the document referred to as Schedule 4 in the attached Statutory Declaration

The principal terms in which the financial assistance will be given:

1. Pursuant to the Deed of Accession this company agrees to be bound by all the covenants and agreements in the Debenture which in turn requires Cullum Capital Ventures Limited, as beneficial owner and as continuing security for the payment and discharge of all the Secured Liabilities (as defined in the Debenture), to charge to the Security Trustee (for the benefit of the Secured Parties) by way of fixed and floating charges the whole of its right, title and interest in its property, assets and undertaking, both present and future, on the terms contained therein including, but not limited to:-
 - (a) by way of first legal mortgage all estates or interests in the freehold property (if any) now belonging to it and specified in Schedule 2 of the Debenture and the proceeds of sale of them and all buildings and trade and other fixtures on that property which belong, or are charged, to this company (the *Legally Mortgaged Property*),
 - (b) by way of fixed charge all estates or interests in any freehold, leasehold and other immovable property which belong to this company now or at any time during the Security Period (as defined therein) (other than the Legally Mortgaged Property) and the proceeds of sale of them and all buildings and trade and other fixtures from time to time on any such property which belong, or are charged, to it;
 - (c) by way of fixed charge all plant, machinery, vehicles, computers and office and other equipment owned by it now or in the future;
 - (d) by way of fixed charge.
 - (i) all stocks, shares (including, but not limited to those shares specified in Schedule 3 of the Debenture or in the Schedule to any Deed of Accession (as defined therein)), debentures, bonds, notes and loan capital of this company in

any Subsidiary (as defined therein) and in any other body corporate, except for any of this company's shares in an employee benefit trust; and

- (ii) all rights to subscribe for or otherwise acquire, redeem or convert any other securities or loan capital,

which now or in the future belong to it, and all dividends, interest and other income and all other rights of any kind deriving from or incidental to any rights and property listed in paragraph (i) or (ii) above,

- (e) by way of fixed charge its present and future goodwill and its present and future uncalled capital;
- (f) by way of fixed charge all copyrights, patents, patent applications, licences, trade marks, tradenames, know-how and inventions or other rights of every kind deriving therefrom now or at any time hereafter belonging to this company and all fees, royalties and other rights of every kind deriving from such copyrights, patents, trade marks, tradenames, know-how and inventions (including, without limitation, those intellectual property rights (if any) specified in Schedule 4 of the Debenture and/ or the Schedule to any Deed of Accession), and
- (g) by way of floating charge all of this company's assets and undertaking, present and future, other than any assets from time to time or for the time being effectively mortgaged, assigned or charged by way of fixed charge to the Security Trustee, and

- A. This company assigns to the Security Trustee (as agent and trustee for the Secured Parties) by way of security and with full title guarantee (and to the extent that the security so constituted shall be a continuing security in favour of the Security Trustee as agent and trustee for the Secured Parties) all of its present and future rights, title and interest in and to each Acquisition Agreement, and
- B This company agrees to be bound by all other covenants and agreements in the debenture that are expressed to be binding on a Chargor (as defined in the Debenture) including in particular the taking of any action or the execution of any further documents granted pursuant to the further assurance in accordance with clause 5 of the Debenture, the power of attorney pursuant to clause 13 of the Debenture, waivers made in accordance with clause 22 of the Debenture and amendments made under clause 26 of the Debenture

- 2 Pursuant to the Accession Letter this company agrees to be bound by all the covenants and agreements in the Facility including this company guaranteeing the punctual performance of the obligations of the Obligor's under the Finance Documents (as defined therein), paying any amount when due under or in connection with the Finance Documents as if it was a principal obligor and indemnifying each Finance Party (as defined therein) 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. This company also agrees to be bound by all other covenants and agreements in the Facility that are expressed to be binding on a Guarantor including the execution of further documents, the grant of a further assurance and the agreement to waivers, amendments and restatements, assignments and novations of the Facility
3. Pursuant to the Intercreditor Accession Agreement this company agrees to become a Debtor under the Intercreditor Agreement and amongst other matters it agrees that it will not, prior to the date on which the Senior Liabilities (as defined therein) shall have been discharged in full (i) pay or make any distribution in respect of, or otherwise satisfy in any manner all or any part of any part of any Intra-Group Liabilities or Investor Liabilities (each as defined therein), or (ii) create any security interests over any assets for, or any guarantee in respect of any Intra-Group Liabilities or Investor Liabilities.
4. Pursuant to the Intercompany Accession Agreement, this company agrees to provide certain loan facilities to Cullum Capital Ventures Limited for the purpose of, inter alia, the repayment of facilities made available by each Secured Party which were used (inter alia) to assist in the acquisition of 91.6% of the issued share capital of this company by Cullum Capital Ventures Limited. Pursuant to the terms of the Loan Agreement this company has also agreed to execute further documents, the grant of a further assurance and the agreement to waivers, amendments and restatements, assignments and novations of the Intercompany Accession Agreement



**AUDITORS' REPORT TO THE DIRECTORS OF
DAWSON PENNINGTON & COMPANY LIMITED (the "Company")
PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985**

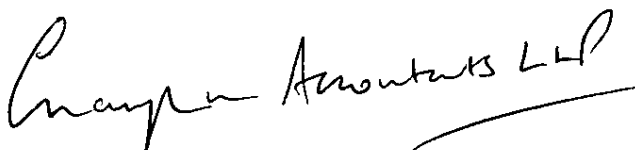
We have examined the attached statutory declaration of the directors of the Company dated 28 April 2008 in connection with the proposal that the Company should give financial assistance for the purchase of 91.6% of the issued share capital of the Company.

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 of the Company 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.



Champion Accountants LLP

28 April 2008

