



Declaration in relation to assistance for the acquisition of shares

155(6)a

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

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

For official use

Company number

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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05188175

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

Name of company

* UNITED UTILITIES FACILITIES MANAGEMENT LIMITED (the "Company")

* insert full name
of company

~~X~~We ☐ Please see Paper Apart, Part 1

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

† delete as appropriate

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

The business of the company is

§ delete whichever
is inappropriate

[illegible]

~~XXXXXXXXXXXXXXXXXXXXX~~

(c) something other than the above §

The company is proposing to give financial assistance in connection with the acquisition of shares in the [company] ~~XXXXXXXXXXXXXXXXXXXX~~

The assistance is for the purpose of [that acquisition] XXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXX †

The number and class of the shares acquired or to be acquired is 1 Ordinary Share of £1 each

DLA Piper Scotland LLP
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DX ED271 Edinburgh
MU/MU/311979/120000

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General Section

THURSDAY



AV4WQXLD

A46

28/02/2008

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COMPANIES HOUSE

The assistance is to be given to (note 2) Europa Facility Holdings Limited (Company Number 04073907)
whose registered office is Gate House, Fretherne Road, Welwyn Garden City, Hertfordshire, AL8 6RD

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 Paper Apart, Part 2

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

† delete as
appropriate

Europa Facility Holdings Limited

The principal terms on which the assistance will be given are

Please see Paper Apart, Part 3

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

us DZ GH
~~£~~ amounts made available to the Company
by Europa Facility Holdings Limited up to
a maximum of ~~£16,860,000~~ £16,860,000

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 following the date hereof

us DZ GH

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

UNITED UTILITIES FACILITIES MANAGEMENT LIMITED (the "Company")

Company Number 05188175

This is the Paper Apart referred to in the foregoing Form 155(6)(a)

Part 1 - Directors

DAVID JOHN COLBERT of 36 Butterfield Road, Wheathampstead, St Albans, Hertfordshire AL4 8QH,

JAMES WILLIAM STANDER of 6 Cyclamen Way, Epsom KT19 9LY, and

MARTIN HENRY JONES of 19 Wyton, Welwyn Garden City, Hertfordshire AL7 2PE

Part 2 - The assistance to be provided by the Company will take the form of:

- 1 A cross guarantee dated on or around the date of this declaration by (1) the Company, (2) Europa Facility Holdings Limited ("**Holdings**") and (3) Europa Facility Services Limited ("**Services**") in favour of Clydesdale Bank PLC (the "**Bank**") (the "**Guarantee**"),
- 2 A debenture dated on or around the date of this declaration by the Company in favour of the Bank over the whole of the property and undertaking of the Company (the "**Debenture**"),
- 3 An inter-company loan agreement dated on or around the date of this declaration between the Company and Holdings (the "**Inter-Company Loan Agreement**")

Part 3 - The principal terms on which the assistance will be given are:

- 1 In terms of the Guarantee, the Company unconditionally and irrevocably guarantees payment to the Bank on demand of the Indebtedness
- 2 In terms of the Debenture, the Company with full title guarantee charges in favour of the Bank as a continuing security for the Secured Amounts -
 - 2 1 by way of legal mortgage -
 - 2 1 1 all the freehold or leasehold property specified in the Schedule to the Debenture,
 - 2 1 2 all other freehold and leasehold property vested in the Company at the date of the Debenture

- 2 2 by way of first fixed charge -
 - 2 2 1 all freehold and leasehold property thereafter acquired by the Company,
 - 2 2 2 all freehold and leasehold property at the date of the Debenture or in the future beneficially owned by but not vested in the Company,
 - 2 2 3 all the plant machinery and fixtures and fittings furniture equipment implements and utensils at the date of the Debenture and in the future belonging to the Company,
 - 2 2 4 all shares stocks and other securities held by the Company from time to time and any rights to the acquisition of any such shares stocks or securities,
 - 2 2 5 all rights and interest of the Company in and claims under all policies of insurance and assurance at the date of the Debenture or thereafter held by or insuring to the benefit of the Company,
 - 2 2 6 all uncalled capital and goodwill for the time being of the Company,
 - 2 2 7 all patents patent applications trade marks trade names registered designs copyrights licences and similar rights for the time being of the Company and all present or future agreements relating to the use by the Company of any intellectual property rights and all present or future agreements under which the Company is entitled to the payment of any royalty fee or similar income, and
 - 2 2 8 the Charged Debts
- 2 3 by way of floating charge all the property assets and undertaking of the Company both present and future not subject to a fixed charge under the Debenture including (without limitation) any immoveable property of the Company situated in Scotland and any other Charged Assets situated in Scotland falling within the type mentioned in Clause 3 2 of the Debenture
- 3 In terms of the Inter-Company Loan Agreement, the Company grants to Holdings loan facilities to enable Holdings to pay any amounts due to the Bank pursuant to any Bank documents

Part 4 - Definitions

"Act" means the Companies Act 1985 as the same may be amended, extended, consolidated or replaced from time to time,

"Charged Assets" means the property assets and undertaking for the time being of the Company which are subject to the charges contained in the Debenture other than the Charged Debts and references to the Charged Assets shall include reference to all or any of them,

"Charged Debts" means all book debts and other debts at the date of the Debenture and from time to time thereafter due owing or incurred to the Company other than such of the said debts as the Bank may have specifically agreed in writing to exclude from the first fixed charge contained in Clause 3.2.8 of the Debenture,

"Excluded Assets" means the "Owned Assets" and the "Licensed Assets" as each such term is defined in the strategic services partnership sub-contract between Vertex Data Science Limited and United Utilities Networks Limited with a service commencement date of 1 April 2005 novated to the Company pursuant to a deed of novation among United Utilities Networks Limited, Vertex Data Science Limited and the Company dated 21 January 2008 (the "Vertex Contract"),

"Indebtedness" means the aggregate of

- (a) all or, as the case may be, any part of the Principal's present or future indebtedness to the Bank on any account (notwithstanding that there may be a credit balance on any other account) and all the Principal's other liabilities whatever and wherever to the Bank, (including without limitation under bills of exchange, promissory notes, guarantees and indemnities, documentary or other credits or any instruments whatsoever from time to time entered into by the Bank for or at the request of the Principal) whether actual or contingent and whether or not matured or accrued due and whether incurred solely, severally or jointly with any other person and whether as principal or surety, in whatever currency, and also including (if occurring and again without limitation and without prejudice to any other provision thereof) any advances or accommodations made by the Bank to or purportedly to or on behalf of the Principal or any person comprised in the Principal after the Principal being a corporate body has gone into administration or liquidation or its affairs have been declared en etat de desastre but before the Bank has received actual (as opposed to deemed or constructive) notice of such administration or liquidation or declaration, and
- (b) interest, commission, bank charges and any other costs, charges and expenses (on a full indemnity basis), charged or incurred by the Bank in connection with all such indebtedness and liabilities,

"Principal" means the companies listed in Part 2 of the Schedule to the Debenture (at the date of this declaration being the Company, Holdings and Services) and any company which becomes a Subsidiary or related company of Holdings by virtue of the operation of paragraph (11) of Part 2 of the Schedule to the Debenture,

"Secured Amounts" means the monies and liabilities which the Company covenants in Clause 2 of the Debenture to pay and discharge and references to the Secured Amounts shall include reference to any of them, and

"Subsidiary" means a Subsidiary within the meaning of Section 736 of the Act



22 February 2008

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The Directors
United Utilities Facilities Management Limited
Gate House
Fretherne Road
Welwyn Garden City
Hertfordshire AL8 6RD

Dear Sirs

AUDITORS' REPORT TO THE DIRECTORS OF UNITED UTILITIES FACILITIES MANAGEMENT LIMITED ("the Company") PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985

We have examined the attached Statutory Declaration of the directors dated *22 February 2008* in connection with the proposal that the Company should give financial assistance for the purchase of 100% of its ordinary shares by Europa Facility Holdings Limited

Respective responsibilities of directors and auditors

The Company's directors are responsible for the statutory declaration in accordance with applicable English law. It is our responsibility as established in England and Wales by statute, the Auditing Practices Board and our profession's ethical guidance to review the bases for the declaration, based on our enquiries into the state of the Company's affairs, and to provide a report for the directors.

Our work has been undertaken so that we might state to the Company's directors those matters we are required to state to them in an auditor's report pursuant to section 156(4) of the Companies Act 1985 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 and the Company's directors, as a body, for our audit work, for this report, or for the opinions we have formed.

Basis of Opinion

We have enquired into the state of the Company's affairs so far as necessary for us 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

A handwritten signature in black ink that reads 'HLB Vantis Audit plc'.

HLB Vantis Audit plc