

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

155(6)b

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010396/0819
2078893

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

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

The number and class of the shares acquired or to be acquired is: 100,000 ordinary shares with a nominal value of £1 each

The assistance is to be given to: (note 2) CP Comet Bidco Limited, (company number 5779555) whose registered office is at 40 Berkeley Square, London, W1J 5AL

The assistance will take the form of:

See Schedule 1

The person who ~~has acquired~~ [will acquire]† the shares is:
CP Comet Bidco Limited (company number 5779555)

† delete as appropriate

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

See Schedule 2

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 £ Up to £1,000,000,000

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

Please do not
write in this
margin

The date on which the assistance is to be given is within 8 weeks from today's date

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

☒ 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) ☒ 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)

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

(b) ~~XXXXXX This is to commence the winding up of this company with effect from the date, and the~~
~~XXXXXX has formed the opinion that this company will be able to pay its debts in full within 12 months of the~~
~~XXXXXX commencement of the winding up]* (note 3)~~

And ☒ 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 40 BERKELEY SQUARE,
LONDON, W1J 5AL

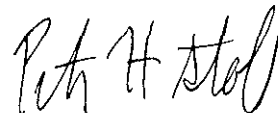
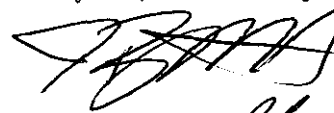
Declarants to sign below

Day Month Year
on

1	5	0	5	2	0	0	6
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before me 

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 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
Companies House
37 Castle Terrace
Edinburgh
EH1 2EB

Schedule 1

The assistance will take the form of:

1. the execution, delivery and performance by the Subsidiary of an accession letter (an **"Accession Letter"**), by virtue of which the Subsidiary will accede to a £711,928,897 facility agreement dated 26 April 2006 between, amongst others, CP Comet Bidco Limited (**"Bidco"**) (as the Company, the Original Borrower and the Original Guarantor) and the Royal Bank of Scotland plc as Arranger, Original Lender, Original Hedging Bank, Facility Agent and Security Agent (the **"Facility Agreement"**) as an additional chargor;
2. the execution, delivery and performance by the Subsidiary of a Debenture (the **"Debenture"**) to be granted by, among others, the Subsidiary in favour of The Royal Bank of Scotland plc as Security Agent pursuant to which the Subsidiary will grant fixed and floating security over its assets in favour of the Security Agent;
3. the execution, delivery and performance by the Subsidiary of an inter-company loan agreement (the **"Intercompany Loan Agreement"**) to be entered into between, amongst others, CP Comet Holdings Limited (**"Holdco"**), Bidco, Sun CP Newtopco Limited (**"Newtopco"**) and the Company and certain of its subsidiaries (including the Subsidiary);
4. the execution, delivery and performance by the Subsidiary of a subordination agreement (the **"Subordination Agreement"**) to be entered into between, among others, the Subordinated Creditors (as defined therein), Holdco, Bidco, Newtopco, the Company and certain of its subsidiaries (including the Subsidiary) and The Royal Bank of Scotland plc as Facility Agent;
5. the execution, delivery and performance by the Subsidiary of a securitisation and syndication co-operation letter (the **"Securitisation and Syndication Letter"**) to be entered into between, amongst others, Bidco, Newtopco, the Company and certain of its subsidiaries (including the Subsidiary) and the Royal Bank of Scotland plc as Facility Agent,

(each of those documents being in such form as may be amended, supplemented, novated and/or replaced from time to time) together with the performance by the Subsidiary of other acts in connection with (i) the acquisition of the shares of Sun CP Topco Limited (**"Topco"**) by the Company and the financing or refinancing of that acquisition and (ii) the acquisition of the shares of Newtopco and the financing or refinancing of that acquisition.

Amounts drawn under the Facility Agreement will be used to (i) finance the acquisition of shares in Newtopco by Bidco and (ii) discharge liabilities incurred by the Company in connection with the acquisition of shares in Topco. It is a condition precedent to initial utilisation under the Facility Agreement that the Subsidiary accedes to it as an additional chargor by virtue of the Accession Letter and enters into the Debenture.

Schedule 2

In this Schedule 2, the definitions contained in Schedule 1 will apply.

1. The principal terms on which the assistance will be given under the terms of the Facility Agreement (to which the Subsidiary will accede as an additional chargor by entering into an Accession Letter) are that the Subsidiary will give a number of representations, warranties, indemnities and undertakings in favour of the Finance Parties. Each of the capitalised terms used in this paragraph 1 and not defined herein has the meaning given to it in the Facility Agreement.
2. The principal terms on which the assistance will be given under the terms of the Debenture are:
 - 2.1 the Subsidiary will pay to the Security Agent, in respect of any amount demanded from it in accordance with the Debenture (to the extent that interest on such amount is not otherwise being paid pursuant to any agreement between the Subsidiary and the relevant Beneficiary), interest at a rate determined in accordance with Clause 2.2.1 of the Debenture and accruing on a daily basis from first demand by the Security Agent until actual payment by the Subsidiary;
 - 2.2 the Subsidiary will charge to the Security Agent by way of fixed charge (which so far as relates to freehold or leasehold property in England and Wales vested in the Subsidiary at the date of the Debenture shall be a charge by way of legal mortgage) with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities all of the Subsidiary's rights to and title and interest from time to time in any and each of the following:
 - (a) the Real Property;
 - (b) all plant, machinery, vehicles, computers, office and other equipment and chattels (excluding stock-in-trade or work in progress) and all Related Property Rights;
 - (c) (to the extent that the same are not the subject of a fixed charge under Clause 3.1.4 of the Debenture) all Debts;
 - (d) all Account Proceeds;
 - (e) the Shares;
 - (f) all of its Securities;
 - (g) all of its Intellectual Property Rights;
 - (h) all goodwill and uncalled capital;
 - (i) (to the extent not effectively assigned under Clause 3.2 of the Debenture), the Insurance Policies and the Insurance Proceeds;
 - 2.3 the Subsidiary will assign to the Security Agent with full title guarantee as a continuing security for the payment and discharge of the Secured Liabilities all of the Subsidiary's rights to and title and interest from time to time in:
 - (a) the Insurance Policies and the Insurance Proceeds;

- (b) all Rental Income;
- (c) any guarantee of Rental Income contained in or relating to any Lease;
- (d) each Existing Acquisition Agreement;
- (e) the Acquisition Agreements;
- (f) any Hedging Documents;
- (g) each Property Document;
- (h) each Management Agreement; and
- (i) any document evidencing or under which subordinated debt is made available,

and all Related Property Rights in respect of the above;

- 2.4 the Subsidiary will charge to the Security Agent by way of first floating charge with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities all of the Subsidiary's rights to and title and interest from time to time in the whole of its assets whatsoever and wheresoever, present and future, other than any assets validly and effectively charged or assigned (whether at law or in equity) pursuant to Clauses 3.1 (*Creation of Fixed Security*) or 3.2 (*Assignments*) of the Debenture;
- 2.5 give a number of representations, undertakings and warranties in favour of the Security Agent;
- 2.6 the Debenture will contain a covenant for further assurances and the security from time to time constituted by the Debenture will be a continuing security and will remain in full force and effect as a continuing security until released or discharged by the Security Agent.

Each of the capitalised terms used in this paragraph 2 and not defined herein has the meaning given to it in the Debenture.

- 3. The principal terms on which the assistance will be given under the terms of the Intercompany Loan Agreement are:

- 3.1 Under the Intercompany Loan Agreement the Subsidiary, amongst others, grants to Bidco and the Company (upon the terms and conditions of the Intercompany Loan Agreement) loan facilities of up to £1,000,000,000 in aggregate to enable Bidco and the Company to, amongst other things:

- (a) repay borrowings and make other payments required to be made under the Facility Agreement (such borrowings having in part been made by the Company for the purpose of the refinancing of debt incurred in connection with its acquisition of shares in Topco); and
- (b) pay costs, expenses and fees incurred in connection with the acquisition of shares in Newtopco by Bidco and the financing or refinancing of that acquisition.

- 3.2 Advances under the Intercompany Loan Agreement may be repaid and reborrowed upon and subject to the terms and conditions of the Intercompany Loan Agreement. Failure of the Subsidiary to perform its obligations under the Intercompany Loan Agreement shall not relieve Bidco or the Company from any of their obligations under the Intercompany Loan Agreement.
 - 3.3 The Subsidiary shall have a cause of action against Bidco and the Company under the Intercompany Loan Agreement in respect of any amounts of principal, interest or other amounts, which become due and payable to the Subsidiary thereunder.
 - 3.4 Each advance made by the Subsidiary under the Intercompany Loan Agreement shall bear interest at the rate of 2 per cent. per annum above the base rate of The Royal Bank of Scotland plc (or such other rate as may be agreed from time to time between Bidco, the Company and the Subsidiary) which shall accrue from day to day (on the basis of a 365 day year) upon the balance of the advance.
 - 3.5 Unless already repaid under the Intercompany Loan Agreement, Bidco and the Company shall repay all advances made to them together with interest accrued thereon and all other amounts due from Bidco and the Company under the Intercompany Loan Agreement on the date 10 years from the date of execution of the Intercompany Loan Agreement.
4. The principal terms on which the assistance will be given under the terms of the Subordination Agreement are that the Subsidiary will agree to certain undertakings in favour of the Facility Agent governing the priorities between the Senior Debt and the Subordinated Debt and the Subsidiary will jointly and severally indemnify the Facility Agent in respect of any loss or liability incurred by it in connection with any of its rights, powers and discretions thereunder. Each of the capitalised terms used in this paragraph 4 and not defined herein has the meaning given to it in the Intercompany Loan Agreement.
5. The principal terms on which the assistance will be given under the terms of the Securitisation and Syndication Letter are that the Subsidiary will agree to grant such further or additional security over its assets then subject to the security created or intended to be created under a Security Document by an Obligor as the Security Agent may require. Each of the capitalised terms used in this paragraph 5 and not defined herein has the meaning given to it in the Intercompany Loan Agreement.

**INDEPENDENT AUDITORS' REPORT TO THE DIRECTORS OF SUN CP
NEWMIDCO LIMITED ("the Company") PURSUANT TO SECTION 156(4) OF THE
COMPANIES ACT 1985**

We have examined the attached statutory declaration of the directors dated 15 May 2006, prepared in accordance with applicable United Kingdom law, in connection with the proposed financial assistance to be given by the Company's subsidiary Sun CP Properties Limited for the purchase of the ordinary shares in the Company's holding company, Sun CP NewTopco 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 of the Company, 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 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.



Ernst & Young LLP
Registered Auditor
Birmingham
15 May 2006