

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

**155(6)b**

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

532857

Name of company

### Note

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

\* UK Consumer Electronics Limited

\* insert full name  
of company

†/We a Michael John Neal of Virginia House, 43 Village Road, Bronham MK43

8LL and Harold Roger Wallis Mavity of 187 Hammersmith Grove W6 0NP

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

† delete as appropriate

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

§ delete whichever  
is inappropriate

The business of this 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§

This company is [the] ☒ holding company of\* Visionhire Limited

\_\_\_\_\_ which is

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

in [this company] [

\_\_\_\_\_ the holding company of this company.]†

Presentor's name address and reference (if any) :

Lovells  
65 Holborn Viaduct  
London  
EC1A 2DY  
Ref: A6/ID/SJW/669768  
57 London Chancery Lane

For official Use  
General Section



LD8  
COMPANIES HOUSE

0343  
04/07/00

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: 119,576,756 ordinary shares of £1 each

The assistance is to be given to: (note 2) Box Clever Finance Limited (registered number 3866452) of 21 Holborn Viaduct, London EC1A 2AT

The assistance will take the form of:

See Schedule 1

The person who ~~has acquired~~ [will acquire]† the shares is:  
Box Clever Finance Limited

† 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 £ Nil

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

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

~~1/~~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) ~~1/~~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) ~~It is intended to commence the winding up of this company within 12 months of that date and 1/ 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 ~~1/~~ 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 65 Holborn Viaduct  
London EC1A 2DY

Declarants to sign below

Day Month Year  
on 

2	3	1	6	2	0	0	0
---	---	---	---	---	---	---	---

before me *nu 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 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

## SCHEDULES

### Financial Assistance Declaration

#### Form 155(6) B

UK Consumer Electronics Limited  
(Company Number 532857)

This is the document "Schedule 1" and "Schedule 2" referred to in the attached statutory declaration.

#### Schedule 1

##### Form of Financial Assistance

The financial assistance to be given by the Company's subsidiary Visionhire Limited (the "**Subsidiary**") will take the form of the Subsidiary:

1. Acceding as a Guarantor to a Senior Bridge Facility Agreement to be dated on or about 26 June 2000 between, inter alios, Box Clever Finance Limited (as Borrower), Westdeutsche Landesbank Girozentrale, London Branch (as Arranger, Original Bank, Documentary Credit Bank, Facility Agent, Security Agent) (the "**Senior Bridge Facility Agreement**").
2. Acceding as a Guarantor to a Subordinated Bridge Facility Agreement to be dated on or about 26 June 2000 between, inter alios, Box Clever Finance Limited (as Borrower), Westdeutsche Landesbank Girozentrale, London Branch (as Arranger, Original Lender, Documentary Credit Bank, Facility Agent, Security Agent) (the "**Subordinated Bridge Facility Agreement**").
3. Entering into (in its capacity as a Chargor) a Debenture between, inter alios, Box Clever Finance Limited, Westdeutsche Landesbank Girozentrale, London Branch (as Security Agent) and certain other subsidiaries of Box Clever Finance Limited (as Chargors) (the "**Debenture**").
4. Acceding as an Obligor to a Priority Agreement to be dated on or about 26 June 2000 between, inter alios, Box Clever Technology Limited, Box Clever Finance Limited, the Senior Creditors, the Hedging Banks, the Subordinated Bridge Creditors, certain other subsidiaries of Box Clever Finance Limited the Principals and Westdeutsche Landesbank Girozentrale, London Branch in its separate capacities as Subordinated Bridge Agent, Senior Agent and Security Agent (each as defined therein) (the "**Priority Agreement**").
5. Entering into Accession Agreements in respect of the Senior Bridge Facility Agreement, the Subordinated Bridge Facility Agreement and the Priority Agreement, between, inter alios, the Subsidiary and certain other subsidiaries of Box Clever Finance Limited (the "**Accession Agreements**").
6. Entering into (in its capacity as a Lender) an Intra-Group Loan Agreement between Box Clever Finance Limited (as Borrower) and UK Consumer Electronics Limited, Thorn UK Limited and certain of their subsidiaries (all as Lenders) (the "**Intra-Group Loan Agreement**").

## **Schedule 2**

### **The Principal Terms on which the Financial Assistance will be Given**

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

#### **1. SENIOR BRIDGE FACILITY AGREEMENT**

- 1.1 All capitalised terms refer to terms defined in the Senior Bridge Facility Agreement.
- 1.2 By acceding to the Senior Bridge Facility Agreement as a Guarantor the Subsidiary irrevocably and unconditionally, jointly and severally:
  - (a) guarantees to each Finance Party as principal obligor and not merely as surety prompt performance by each other Obligor of all its payment obligations under the Senior Finance Documents and the payment of all sums payable now or in the future to such Finance Party by each other Obligor under or in connection with the Senior Finance Documents when and as the same shall become due;
  - (b) undertakes with each Finance Party that, if and whenever any other Obligor does not pay any amount when due from it under or in connection with any Senior Finance Document, the Subsidiary will on demand pay such amount as if the Subsidiary instead of such other Obligor were expressed to be the primary obligor, together with interest on that sum at the rate per annum from time to time payable by that other Obligor on that sum from the date when that sum becomes payable by the Subsidiary under the Senior Bridge Facility Agreement until payment of that sum in full; and
  - (c) indemnifies each Finance Party on demand against any loss or liability suffered by it under any Senior Finance Document as a result of any obligation guaranteed by the Subsidiary being or becoming unenforceable, invalid or illegal.

#### **2. SUBORDINATED BRIDGE FACILITY AGREEMENT**

- 2.1 All capitalised terms refer to terms defined in the Subordinated Bridge Facility Agreement.
- 2.2 By acceding to the Subordinated Bridge Facility Agreement as a Guarantor the Subsidiary irrevocably and unconditionally, jointly and severally:
  - (a) guarantees to each Finance Party as principal obligor and not merely as surety prompt performance by each other Obligor of all its payment obligations under the Subordinated Finance Documents and the payment of all sums payable now or in the future to such Finance Party by each other Obligor under or in connection with the Subordinated Finance Documents when and as the same shall become due;
  - (b) undertakes with each Finance Party that, if and whenever any other Obligor does not pay any amount when due from it under or in connection with any Subordinated Finance Document, the Subsidiary will on demand pay such amount as if the Subsidiary instead of such other Obligor were expressed to be the primary obligor, together with interest on that sum at the rate per annum from time to time payable by that other Obligor on that sum from the date when that sum becomes payable by the Subsidiary under the Subordinated Bridge Facility Agreement until payment of that sum in full; and
  - (c) indemnifies each Finance Party on demand against any loss or liability suffered by it under any Subordinated Finance Document as a result of any obligation guaranteed by the Subsidiary being or becoming unenforceable, invalid or illegal.

3. **DEBENTURE**

3.1 All capitalised terms refer to terms defined in the Debenture.

3.2 By entering into the Debenture, the Subsidiary as primary obligor and not merely as surety, covenants with the Security Agent that:

- (a) it will pay or discharge the Secured Liabilities on the due date in the manner provided in the relevant Senior Finance Document or Subordinated Bridge Finance Document;
- (b) any amount not paid under the Senior Finance Documents and/or the Subordinated Bridge Finance Documents when due shall bear interest (after as well as before judgment and payable on demand) at a Default Rate from time to time from the due date until the date that such amount is unconditionally and irrevocably paid and discharged in full, save to the extent that interest at such rate at such amount for such a period is charged pursuant to the relevant Senior Finance Document or Subordinated Bridge Finance Document which in itself constitutes a Secured Liability;
- (c) upon the occurrence of a Declared Default and at any time thereafter, the Security Agent shall be entitled to appropriate moneys and/or assets to Secured Liabilities in such manner or order as it sees fit and any such appropriation shall override any appropriation by any Obligor; and
- (d) demand may be made under the Debenture in respect of sums due owing or incurred under any of the Senior Finance Documents or any of the Subordinated Bridge Finance Documents except to the extent that the Senior Agent or Subordinated Bridge Agent, as the case may be, or other relevant Finance Party has become entitled to make demand therefor under the relevant Senior Finance Document or Subordinated Bridge Finance Document, as the case may be.

3.3 By entering into the Debenture, the Subsidiary will create a first legal mortgage over all property, buildings and fixtures and fixed and floating charges over all the assets of the Subsidiary. In particular:

- (a) the first legal mortgage in Clause 4.1(a) of the Debenture will be over the property now belonging to the Subsidiary set out in Schedule 2 of the Debenture, together with all buildings and fixtures, proceeds of sale of all or any part and the benefit of any covenants;
- (b) the fixed charges, as more particularly set out in Clause 4.1(b) of the Debenture, will include fixed charges over:
  - (i) all plant, machinery, computers and vehicles;
  - (ii) all moneys (including interest) in each Chargor's account;
  - (iii) all benefits in respect of Insurances, including claims and returns of premium;
  - (iv) all book and other debts;
  - (v) all rights and benefits under the Relevant Agreements, bills of exchange and other negotiable instruments;
  - (vi) any beneficial interest, claim or entitlement of the Subsidiary to any assets of any pension fund;

- (vii) goodwill;
  - (viii) the benefit of all licences, permissions, consents and authorisations held by in connection with the Subsidiary's business or the use of any of the Security Assets specified in paragraph (a) above;
  - (ix) uncalled capital;
  - (x) Intellectual Property Rights; and
  - (xi) all stocks, shares, debentures, bonds, warrants, coupons or other securities and investments;
- (c) the Debenture contained a mortgage and charge to the Security Agent of all Group Shares held now or in the future and all Related Rights;
- (d) the Debenture contained an assignment of:
- (i) the Insurances;
  - (ii) the Acquisition Agreements;
  - (iii) the Hedging Agreements;
  - (iv) the Intra-Group Loan Agreement; and
- (e) the Debenture contained a first floating charge of all the Subsidiary's undertakings and assets whatsoever and wheresoever, present and future.

#### 4. PRIORITY AGREEMENT

4.1 All capitalised terms refer to terms defined in the Priority Agreement.

4.2 By acceding to the Priority Agreement as an Obligor the Subsidiary:

- (a) agrees that the Senior Debt, the Hedging Liabilities, and the Subordinated Bridge Debt, the Intercompany Debt and the Principal Debt will be ranked in the following order:

**First**            the Senior Debt and the Hedging Liabilities (*pari passu*, without any preference between themselves);

**Second**        the Subordinated Bridge Debt;

**Third**           the Intercompany Debt; and

**Fourth**        the Principal Debt,

and that the Security Documents (to the extent that they secure or purport to secure the Subordinated Bridge Debt) should secure the Senior Debt and the Hedging Liabilities in priority to the Subordinated Bridge Debt.

- (b) covenants in favour of the Security Agent, to pay the Senior Debt, the Hedging Liabilities and the Subordinated Bridge Debt when and to the extent due from it under the terms of the Senior Finance Documents, the Hedging Documents or the Subordinated Bridge Finance Documents;

- (c) agrees that until the Senior Discharge Date, it will not pay, prepay or repay or discharge by way of set-off any of the Subordinated Bridge Debt; create or permit to subsist, or permit any member of the Group to create or permit to subsist, any Encumbrance over any of its assets for any of the Subordinated Bridge Debt; give any financial support to any person in respect of the Subordinated Bridge Debt; or take or omit to take any action whereby the ranking and/or subordination of the Subordinated Bridge Debt may be impaired;
- (d) agrees that until the later of the Senior Discharge Date and the Subordinated Bridge Discharge Date, it will not pay, prepay or repay or discharge by way of set-off any of the Junior Debt; create or permit to subsist, or permit any member of the Group to create or permit to subsist, any Encumbrance over any of its assets for any of the Junior Debt; give any financial support to any person in respect of the Junior Debt; or take or omit to take any action whereby the ranking and/or subordination of the Junior Debt may be impaired.

## 5. **ACCESSION AGREEMENTS**

5.1 All capitalised terms refer to terms defined in the Accession Agreements.

5.2 By entering into the Accession Agreements the Subsidiary:

- (a) agrees to accede to the Senior Bridge Facility Agreement and the Subordinated Bridge Facility Agreement as a Guarantor and as a consequence agrees to give certain representations and warranties thereunder;
- (b) agrees to accede to the Priority Agreement as an Obligor; and
- (c) agrees to perform all the obligations expressed to be those of Guarantors and Obligors respectively from the date of accession.

## 6. **INTRA-GROUP LOAN AGREEMENT**

6.1 All capitalised terms refer to terms defined in the Intra-Group Loan Agreement.

6.2 By entering into the Intra-Group Loan Agreement the Subsidiary as a Lender:

- (a) agrees to lend to Box Clever Finance Limited (the "**Borrower**") upon request by the Borrower such amount in sterling as the Borrower may specify in such a request as being required by the Borrower to meet its payment obligations under the Finance Documents (as defined in the Priority Agreement) and the Subsidiary shall lend such amount or such lesser amount as it is able lawfully to lend without being unable to pay its debts within the meaning of Section 123 of the Insolvency Act of 1986 on such date as the Borrower may reasonably request;
- (b) agrees that the Loan will carry interest as from the relevant Drawdown Date to the date of repayment at such rate as the Subsidiary and the Borrower may from time to time agree;
- (c) agrees that the Loan will be repayable on demand by the Subsidiary and the Borrower may repay the Loan in whole or in part at any time subject always to compliance with the provisions of the Priority Agreement;
- (d) agrees that if at any time the Subsidiary ceases to be a subsidiary of the Borrower for whatever reason, any Loan made by the Subsidiary shall be repaid by the Borrower together with any interest accrued thereon by no later than the date of such cessation and the Subsidiary shall be automatically released by the other parties to the Intra-Group Loan Agreement from any further obligations under the Intra-Group Loan Agreement; and

- (e) agrees that the rights and obligations of each Lender under the Intra-Group Loan Agreement shall be several.



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DX 38050 Blackfriars

The Directors

UK Consumer Electronics Limited

23 June 2000

Dear Sir

**Auditors' report to the directors of UK Consumer Electronics Limited (the "Company") pursuant to Section 156(4) of the Companies Act 1985**

We have examined the attached statutory declaration of the directors dated 23 June 2000 in connection with the proposal that the Company's subsidiary Visionhire Limited should give financial assistance for the purchase of the entire issued share capital of the Company. We have enquired into the state of the Company's affairs in order to review the bases for the statutory declaration.

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

KPMG Audit Plc

Registered Auditors



KPMG Audit Plc, a company incorporated under the UK Companies Acts, is a member of KPMG International, a Swiss association

KPMG Audit Plc is registered to carry on audit work by the Institute of Chartered Accountants in

England and Wales.  
Registered in England  
Number 3110745

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