

G

CHFP025

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

For official use

Company number

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2015200

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

Name of company

* PREMIUM CREDIT LIMITED

* insert full name
of company

X/We § Please see Schedule 1 attached

§ insert name(s) and
address(es) of all
the directors† delete as
appropriate§ delete whichever
is inappropriate~~We the directors~~† All the directors† of the above company do solemnly and sincerely declare that:

The business of the company is:

~~to that of a recognised bank licensed to carry on the banking business in the United Kingdom~~~~to 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~~ XXXX

Limited†

The assistance is for the purpose of ~~the acquisition of~~ 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: 10,000 ORDINARY SHARES OF
1 CENT EACH AND 10,000 "A" ORDINARY SHARES OF £1 EACHPresenter's name address and
reference (if any) :Norton Rose
Kempson House
Camomile Street
London
EC3A 7ANFor official Use
General Section

Post room

LD3
COMPANIES HOUSE

L21EC6L5

0263
14/12/01

The assistance is to be given to: (note 2)

VENDCROWN LIMITED, PREMIUM CREDIT HOUSE, 60 EAST STREET, EPSOM, SURREY KT17 1HB

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

The assistance will take the form of:

Please see Schedule 2 attached

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

† delete as appropriate

VENDCROWN LIMITED

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

Please see Schedule 3 attached

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

The date on which the assistance is to be given is within 8 weeks of the date hereof

please do not
write in this
margin

please complete
legibly, preferably
in black type, or
old 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) ~~I/We intend to commence the winding up of the company within 12 months of that date, and 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 Premium Credit House
60 East Street
Epsom Surrey

Declarants to sign below

Day Month Year
on

0	7	1	2	2	0	0	1
---	---	---	---	---	---	---	---

before me [Signature] ^{NOTARISING}
Director empowered to
administer oaths
A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

King's Shale Walk 123 High Street Epsom KT19 87U

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
37 Castle Terrace
Edinburgh
EH1 2EB

[Signatures]

Schedule 1

Sharon Patricia Beckett of 88 Nork Way, Banstead, Surrey SM7 1HW;

David John Hender of Malham, 9 The Avenue, Brockham, Bretchworth, Surrey RH3 7EN;

Michele Ann Johnson of 4 Queensmead Avenue, Epsom, Surrey KT17 3EQ;

Simon John Moran of 5 Chester Close, Queens Ride, London SW13 0JE;

Nicholas Charles Pearce of 7 Squires Close, Hitchin Road, Shefford, Bedfordshire SG17 5JB;

Graham Puttergill of The Redwood, Long Grove, Seer Green, Beaconsfield, Buckinghamshire HP9 2QH;

Colin Alan Ringrose of Lindis Mere, Dorking Road, Walton-on-the-Hill, Tadworth, Surrey KT20 7RH;

Stephen Roger Robinson of Amberfield, Ravensdale Road, South Ascot, Berkshire SL5 9HL;

Mary Patricia Simpson of 89 Chadwick Place, Surbiton, Surrey KT6 5RE;

Clyde Robert Whittaker of 13 Slough Lane, London NW9 8QN; and

Kenneth John Garrod of 35 Heath Hurst Road, London NW3 2RU.

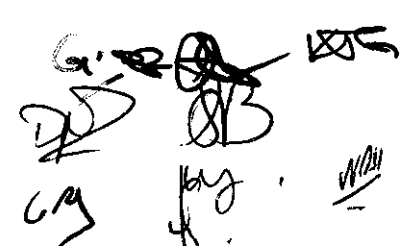
This declaration be deemed to be sworn by all of the Directors named herein when collectively each of the Statutory Declaration by Sharon Beckett, Michele Johnson, Graham Puttergill, Colin Ringrose, Stephen Robinson, Mary Simpson, Clyde Whittaker, Ken Garrod and David Hender and the Statutory Declaration by Simon Moran and Nicholas Pearce are sworn.

Schedule 2

Financial assistance was provided in the form of the execution and performance of obligations under any of the following documents (as the same have been amended, varied, supplemented or substituted from time to time):

- 1) an upstream loan by the Company to Vendcrown Limited under the terms and conditions of a loan agreement (the "**Loan Agreement**") between the Company and Vendcrown Limited dated 23 August 1996;
- 2) a receivables sale and servicing agreement (the "**RSS Agreement**") between the Company, Vendcrown Limited and Premium Credit Receivables Limited ("**PCRL**") dated 23 August 1996;
- 3) a capital contribution of up to £2,000,000 made to the Company's subsidiary, PCRL on 22 August 1996 (the "**Capital Contribution**"); and
- 4) by the performance of any other acts or the execution of any other documents ancillary or otherwise relating to the above documents.

The RSS Agreement, to the extent that the Company is able to make Offers of Receivables to PCRL, will no longer be effective from 8 January 2002 in accordance with its terms and a new receivables sale and servicing agreement is to be entered into between the Company, Vendcrown Limited and PCRL on or about 7 December 2001 (as amended, varied, supplemented or substituted from time to time) (the "**New RSS Agreement**"). To the extent that financial assistance was provided for in the RSS Agreement, the Company will incur such liabilities (in addition to those already incurred under the RSS Agreement) by its entry into the New RSS Agreement.

Handwritten signatures and initials are present in the bottom right corner of the page. There are several distinct marks, including what appears to be a signature that looks like 'G. R. A.' and other initials and scribbles.

The execution, delivery and performance by the Company of the following additional documents:

- 1) a working capital facility (as amended, varied, supplemented, novated or replaced from time to time) (the "**Working Capital Facility**") dated on or about 7 December 2001 and made between the Company and The National Westminster Bank plc as the working capital facility provider (the "**Working Capital Facility Provider**")
- 2) in connection with PCRL's obligations and liabilities to the Beneficiaries (as defined in the Guarantee as set out below), a guarantee between the Company and The Law Debenture Trust Corporation plc as security trustee (the "**Security Trustee**") made on or about 7 December 2001 (as amended, varied, supplemented, novated or replaced from time to time) (the "**Guarantee**"); and
- 3) a debenture between the Company and the Security Trustee (as amended, varied, supplemented, novated or replaced from time to time) (the "**Debenture**");
- 4) a fee letter (the "**Paris Fee Letter**") from Paris Funding, Inc. ("**Paris**") and The Royal Bank of Scotland plc executed by PCRL and the Company on or about 7 December 2001;
- 5) a fee letter (the "**GBFC Fee Letter**") from Giro Balanced Funding Corporation ("**GBFC**") executed by PCRL and the Company on or about 7 December 2001;
- 6) a fee letter (the "**Prise Fee Letter**" together with the Paris Fee Letter and the GBFC Fee Letter the "**New Fee Letters**" and together with the New RSS Agreement, the Guarantee and the Debenture (the "**New Documentation**") from Premium Receivables Intermediate Securitisation Entity Funding Limited ("**Prise**") executed by PCRL and the Company on or about 7 December 2001; and
- 7) by the performance of any other acts or the execution of any other documents ancillary or otherwise relating to the above documents.

Schedule 3

For the avoidance of doubt, all assistance described herein is assistance in relation to the acquisition by Vendcrown Limited of shares in the Company on or around 23 August 1996 (the "**Original Acquisition**"). The principal terms on which the assistance is given are:

The Company continues its current obligations under the following existing documentation (to the extent that they remain outstanding and the Company's obligations and liabilities incurred thereunder are not replaced by the New Documentation as set out below), the subject of a prior section 155(6)(a) declaration on 22 August 1996:

1 The Loan Agreement

Under the terms and conditions of the Loan Agreement, advances of up to £42,500,00 are made available for the purpose of the acquisition of shares in the Company and is repayable on demand and bears interest at a rate per annum equal to the aggregate of one per cent. (1%) of the base rate announced by National Westminster Bank plc from time to time or at such other rate as may be agreed by the parties thereto from time to time.

2 The RSS Agreement

Under the terms and conditions of the RSS Agreement, the Company offered for sale Receivables (as defined in the RSS Agreement) to PCRL to fund the purchase of such Receivables from time to time by borrowings from Thames Asset Global Securitization No. 1 Inc. ("**TAGS**") under and subject to the terms of a funding agreement (as amended, varied, supplemented or substituted from time to time) (the "**Funding Agreement**") between PCRL and TAGS dated 23 August 1996. The purchase price for the initial purchase of Receivables by PCRL was funded by borrowings under the Funding Agreement and part of such purchase price was upstreamed by way of loan by the Company to Vendcrown Limited under the Loan Agreement.

3 The Capital Contribution

The Capital Contribution was for an amount of up to £2,000,000 and the amount of such Capital Contribution was upstreamed by way of a loan by PCRL to the Company for the purpose of enabling the Company to pay dividends to its shareholders prior to the acquisition of the Company's shares by Vendcrown Limited.

In addition, the Company proposes to execute the following additional documents:

4 The New RSS Agreement

Under the terms and conditions of the New RSS Agreement, the Company shall offer for sale Receivables (as defined in the New RSS Agreement) to PCRL to fund the purchase of such Receivables from time to time by borrowings from Paris, GBFC and Prise under and subject to the terms of a new funding agreement (the "**New Funding Agreement**") between PCRL, Paris, GBFC, Prise and The Royal Bank of Scotland plc, as agent, entered into on or about 7 December 2001. The purchase price for the initial purchase of Receivables by PCRL under the New RSS Agreement is to be funded by borrowings under the New Funding Agreement.

5 The Working Capital Facility

Under the terms and conditions of the Working Capital Facility, the Working Capital Facility Provider makes available to the Company an working capital facility for up to £10,000,000 repayable on demand.

6 Guarantee

Under the terms and conditions of the Guarantee, the Company irrevocably and unconditionally:

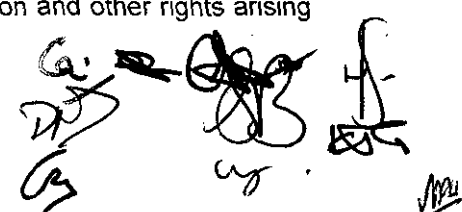
- 6.1 guarantees to the Security Trustee (for and on behalf of the Beneficiaries) the due and punctual performance of each and every Liability (as defined therein) PCRL may now or hereafter have to the Beneficiaries and promises to pay to the Security Trustee from time to time on demand all Liabilities from time to time due or payable (but unpaid) by PCRL to the Beneficiaries; and
- 6.2 agrees, as a primary obligation and not merely as surety, to indemnify the Security Trustee from time to time on demand from and against any loss incurred by the Beneficiaries as a result of any Liability being or becoming void, voidable, unenforceable or ineffective as against PCRL for any reason whatsoever, whether or not known to the Beneficiaries or any other person, the amount of such loss being the amount which the Beneficiaries would otherwise have been entitled to recover from PCRL.

(All such capitalised terms are defined in the Guarantee or in a master definitions schedule to be dated on or about 7 December 2001 and made between inter alios the Company, PCRL, Vendcrown Limited, the Security Trustee, Paris, GBFC and Prise (the "**Master Definitions Schedule**")).

7 Debenture

Under the terms and conditions of the Debenture, the Company with full title guarantee and as continuing security for the discharge of all of the Secured Obligations (as defined therein):

- 7.1 assigns and agrees to assign by way of first fixed security to the Security Trustee all its right, title, interest and benefit, present and future, in and to the Receivables (excluding (i) those receivables assigned to PCRL (as Receivables Purchaser) pursuant to Clause 4 of the New RSS Agreement (and excluding the proceeds of such receivables)); (ii) those receivables originated in relation to Electricity Direct (UK) Ltd and Holmwoods Termtime Collection (and excluding the proceeds of such receivables) including, without limitation, the proceeds thereof, any amount arising from such Receivables from time to time standing to the credit of any account with any bank or with any other person and all things in action and other rights arising



from such Receivables which may give rise to any debt, revenue or claim, together with the full benefit of any encumbrances and any other rights relating thereto, including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights and together also with the benefit of any and all documents vesting or otherwise constituting any and all of the foregoing.

- 7.2 charges in favour of the Security Trustee by way of first fixed charge (to the extent that the same are not the subject of a mortgage under paragraph (b) above) all present and future estates or interests in any freehold, leasehold or other immovable property belonging to it and all buildings and Fixtures thereon, all proceeds of sale thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Company and any monies paid or payable in respect of such covenants;
- 7.3 charges in favour of the Security Trustee by way of first fixed charge:
- 7.3.1 all Group Shares held now or in the future by it and/or any nominee on its behalf and all Related Rights accruing thereto;
- 7.3.2 all plant and machinery now or in the future owned by the Company and its interest in any plant or machinery in its possession;
- 7.3.3 its present and future interest in all stocks, shares (other than the Group Shares and the Related Rights in relation thereto), warrants, debentures, bonds or other securities and investments together with all Related Rights accruing thereto;
- 7.3.4 all monies (including interest) from time to time standing to the credit of each of its present and future accounts (excluding for these purposes any monies credited to such accounts in relation to Purchased Receivables) with any bank, financial institution or other person in any jurisdiction all rights in relation thereto and the debts represented thereby;
- 7.3.5 all rights, interests and benefits to and in respect of the Insurances and all claims (and proceeds thereto) and returns of premiums in respect thereto to which the Company is now or may at any future time become entitled;
- 7.3.6 all of the Company's present and future book and other debts, the proceeds of the same and all other monies due and owing to the Company or which may become due and owing to it at any time in the future and the benefit of all rights, securities and guarantees of any nature whatsoever now or at any time enjoyed or held by it in relation to any of the foregoing including, without limitations all liens, reservations of title, rights of tracing and other rights enabling the Company to enforce such debts;
- 7.3.7 all of the Company's rights and benefits under the Facilities Documents and any other agreement into which the Company may enter from time to time;
- 7.3.8 any beneficial interest, claim or entitlement of the Company in any pension fund;
- 7.3.9 the Company's present and future goodwill (including all brand names not otherwise subject to a fixed charge or assignment under the Debenture);
- 7.3.10 the benefit of all present and future licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any of the Charged Assets and the right to recover and receive all compensation which may at any time become payable to in respect thereof;
- 7.3.11 its present and future uncalled capital;
- 7.3.12 all rights to which the Company is now or may hereafter become entitled in respect of the proceeds of any court order made pursuant to Section 238(3), 239(3) or 244 of the Insolvency Act 1986; and

7.3.13 all rights to which the Company is now or may hereafter become entitled, in respect of a Relevant Contract.

7.4 charges by way of first floating charge to the Security Trustee the whole of its undertaking and all its property and assets, whatsoever and wheresoever, present and future. To the extent such undertaking property and/or assets are the subject of a fixed security interest under or pursuant to the foregoing provisions of this Clause 3 or Clause 4, such floating charge shall be in addition to such fixed security interest which shall rank in priority to such floating charge.

(All such capitalised terms are defined therein and in the Guarantee and Master Definitions Schedule).

8 The New Fee Letters

Under the terms and conditions of each of the New Fee Letters, PCRL and the Company agree to pay certain fees and expenses payable in connection with the arrangement of the funding available under the New Funding Agreement for the purpose of enabling PCRL to purchase Receivables from the Company pursuant to the New RSS Agreement.

[Handwritten signatures and initials]



KPMG Audit Plc

7th Floor
1 Canada Square
Canary Wharf
London E14 5AG
United Kingdom

Tel +44 (0) 20 7311 1000
Fax +44 (0) 20 7311 5840
Telex 8811541 KPMGLO G
DX 38050 Blackfriars

The Directors
Premium Credit Limited
Premium Credit House
60 East Street
Epsom
Surrey KT17 1HB

Our ref th/pjw/533

7 December 2001

Dear Sirs

Auditors' report to the directors of Premium Credit Limited pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors dated 7 December 2001 in connection with the proposal that the company should give financial assistance for the purchase of the company's ordinary shares. 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 Auditor



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
No 3110745

Registered office
8 Salisbury Square
London EC4Y 8BB