



CHFP025

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write in this  
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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

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**3314092**

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

Name of company

\* INTEC DISTRIBUTION LIMITED ("Company")

\* insert full name  
of company

☒ We do Refer to Annexure A

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

† delete as  
appropriate

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

The business of the company is

§ delete whichever  
is inappropriate

~~XXXXXXXXXX~~ §~~XXXXXXXXXX~~ §~~XXXXXXXXXX~~ §

(c) something other than the above §

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

~~XXXXXXXXXX~~ [company's holding company] Intec Group

Limited] †

The assistance is for the purpose of ~~XXXXXXXXXX~~ [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 2 ordinary shares of £1 each

Presenter's name address and  
reference (if any)  
Pinsent Masons  
3 Colmore Row  
Birmingham  
B4 6BH

DX703167 Birmingham 12  
Doc 21437074 1

For official Use  
General Section

FRIDAY



A49

\*A5HNRTCF\*

28/09/2007

629

COMPANIES HOUSE

The assistance is to be given to (note 2) Fonebak plc (company registration number 05113820) of  
Unit 2 Eurocourt, Oliver Close, West Thurrock, Essex ("Fonebak")

Please do not  
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Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering

The assistance will take the form of

Refer to Annexure B

The person who [has acquired] ~~00000000~~ † the shares is

† delete as  
appropriate

Fonebak

The principal terms on which the assistance will be given are

Refer to Annexure C

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

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 Refer to Annexure E



**INTEC DISTRIBUTION LIMITED**

**(Registered number 3314092)**

**ANNEXURE A TO FORM 155(6)a**

- 1 Gary Martin Stokes, 16a Fiery Hill Road, Barnt Green, Birmingham, West Midlands, B45 8LG
- 2 David William Kelham, Chastilian, Gough Road, Fleet, Hampshire, GU51 4LJ

**INTEC DISTRIBUTION LIMITED**

**(Registered number 3314092)**

**ANNEXURE B TO FORM 155(6)a**

**The Form of the Financial Assistance**

Terms defined in this statutory declaration (including the other Annexures hereto) have the same meanings in this Annexure B unless otherwise stated or the context otherwise requires

The assistance will take the form of the execution, delivery and performance by the Company of the following documents

- 1 a guarantee accession letter (the "**Guarantee Deed**") in relation to a guarantee contained in a revolving multicurrency facilities agreement dated 14 December 2006 (as amended and restated on or about the date of this statutory declaration) made between among others KBC Bank NV as Agent and Fonebak as Borrower (the "**Facilities Agreement**"),
- 2 a debenture to be entered into between (1) Fonebak, (2) the companies listed in schedule 8 thereto (as Original Chargors) (as such term is defined therein) and (3) KBC Bank NV in its capacity as Security Trustee (the "**Debenture**"), and
- 3 an intra-group loan agreement (incorporating a letter of support) to be entered into between (1) the Borrower and (2) the Lenders (as each term is defined therein) (the "**Company Intra-Group Loan Agreement**")

Any references to the Guarantee Deed, Facilities Agreement, Debenture or Company Intra-Group Loan Agreement are references to such documents as may be amended and restated, novated, varied, transferred or assigned from time to time (the above documents being together the "**Financial Assistance Documents**")

The Company will assume liabilities and obligations under each Financial Assistance Document, in accordance with and subject to the terms of each such document, which constitute financial assistance directly or indirectly for the purposes of reducing or discharging a liability incurred in relation to the Acquisition (the "**Financial Assistance**")

# **INTEC DISTRIBUTION LIMITED**

**(Registered number 3314092)**

## **The principal terms of the Financial Assistance**

### **ANNEXURE C TO FORM 155(6)a**

#### **PART I**

Terms defined in this statutory declaration (including the other Annexures hereto) have the same meanings in this Annexure C unless otherwise stated or the context otherwise requires

#### **1. GENERAL**

1.1 The principal terms of the Financial Assistance are summarised and separately described below in relation to each individual Financial Assistance Document

1.2 Any clause and other document references which are used in this Annexure C are references to the clause and other document references in the particular Financial Assistance Document

#### **2. GUARANTEE DEED/FACILITIES AGREEMENT**

The principal terms of the Financial Assistance contained in the Guarantee Deed and the Facilities Agreement are as follows

##### **2.1 Guarantee and indemnity**

The Company irrevocably and unconditionally jointly and severally

- (a) guarantees to each Finance Party punctual performance by each Obligor of all that Obligor's obligations under the Finance Documents,
- (b) undertakes with each Finance Party that whenever an Obligor does not pay any amount when due under or in connection with any Finance Document, the Company shall immediately on demand pay that amount as if it were the principal obligor, and
- (c) indemnifies each Finance Party 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

##### **2.2 Continuing guarantee**

The guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Obligor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part

### **2.3 Reinstatement**

If any payment by an Obligor or discharge given by a Finance Party (whether in respect of the obligations of any Obligor or any Security for those obligations or otherwise) is avoided or reduced as a result of insolvency, liquidation, administration or any similar event

- (a) the liability of the Company shall continue as if the payment, discharge, avoidance or reduction had not occurred, and
- (b) the Finance Parties shall be entitled to recover the value or amount of that Security or payment from the Company, as if the payment, discharge, avoidance or reduction had not occurred

### **2.4 Guarantor intent**

The Company expressly confirms that it intends that the guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following

- (a) business acquisitions of any nature,
- (b) increasing working capital,
- (c) enabling investor distributions to be made,
- (d) carrying out restructurings,
- (e) refinancing existing facilities,
- (f) refinancing any other indebtedness,
- (g) making facilities available to new borrowers,
- (h) any other variation or extension of the purposes for which any such facility or amount might be made available from time to time, and
- (i) any fees, costs and/or expenses associated with any of the foregoing

### **2.5 Immediate recourse**

The Company waives any right it may have of first requiring any Finance Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security or claim payment from any person before claiming from the Company under clause 21 of the Facilities Agreement. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

### **2.6 Additional Security**

The guarantee is in addition to, is not in any way prejudiced by, and shall not merge with, any other guarantee or Security now or in the future held by any Finance Party

## 2.7 Currency indemnity

2.7.1 If any sum due from the Company under the Finance Documents (a "Sum"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "First Currency") in which that Sum is payable into another currency (the "Second Currency") for the purpose of

- (a) making or filing a claim or proof against the Company, or
- (b) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

the Company shall, as an independent obligation, within three Business Days of demand, indemnify each Finance Party to whom that Sum is due against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (i) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (ii) the rate or rates of exchange available to that person at the time of its receipt of that Sum

2.7.2 The Company waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency or currency unit other than that in which it is expressed to be payable

## 2.8 Other indemnities

Fonebak shall (or shall procure that the Company will), within three Business Days of demand, indemnify each Finance Party against any cost, loss or liability incurred by that Finance Party as a result of

- (a) the occurrence of any Event of Default,
- (b) a failure by an Obligor to pay any amount due under a Finance Document on its due date, including any cost, loss or liability arising as a result of clause 33 of the Facilities Agreement (*Sharing among the Finance Parties*),
- (c) funding, or making arrangements to fund, its participation in a Loan requested by a Borrower in a Utilisation Request but not made by reason of the operation of any one or more of the provisions of the Facilities Agreement (other than by reason of default or negligence by that Finance Party alone), or
- (d) a Loan (or part of a Loan) not being prepaid in accordance with a notice of prepayment given by a Borrower or Fonebak



## 2.9 Indemnity to the Security Trustee

2 9 1 The Company shall indemnify the Security Trustee within three Business Days of demand and promptly indemnify every Receiver and Delegate against any cost, loss or liability incurred by any of them as a result of

- (a) the taking, holding, protection or enforcement of the Transaction Security,
- (b) the exercise of any of the rights, powers, discretions and remedies vested in the Security Trustee and each Receiver and Delegate by the Finance Documents or by law, and
- (c) any default by any Obligor in the performance of any of the obligations expressed to be assumed by it in the Finance Documents

2 9 2 The Security Trustee may, in priority to any payment to the Secured Parties, indemnify itself out of the Charged Property in respect of, and pay and retain, all sums necessary to give effect to the indemnity in clause 18 4 of the Facilities Agreement and shall have a lien on the Transaction Security and the proceeds of the enforcement of the Transaction Security for all monies payable to it

## 2.10 Indemnity to the Agent

2 10 1 The Company shall promptly indemnify the Agent within three Business Days of demand against any cost, loss or liability incurred by the Agent (acting reasonably) as a result of

- (a) investigating any event which it reasonably believes is a Default provided that if in any Financial Year of the Company the Agent investigates events which after investigation are not Events of Default, the Company will only pay the cost of one investigation,
- (b) entering into or performing any foreign exchange contract for the purposes of clause 34 9 of the Facilities Agreement, or
- (c) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised

## 2.11 Offer indemnity

2 11 1 In this Clause 2 11, **Action** means any action, litigation, proceeding, claim or suit, arising, pending or threatened against a Finance Party (other than by an Obligor) in connection with or arising out of any Finance Document or the Offer (whether or not the Offer is announced or proceeds)

2 11 2 Each Original Obligor hereby indemnifies and holds harmless each Finance Party and, each of its Affiliates, directors, officers, employees and agents (each a **Relevant Party**), on demand against any loss or liability which that Relevant Party incurs as a consequence of any Action unless it is finally and

judicially determined to be caused by the gross negligence or wilful misconduct of that Finance Party

- 2.11.3 A Finance Party must notify the Original Obligor promptly upon becoming aware, and in reasonable detail, of any Action and must keep the Original Obligor informed of its progress
- 2.11.4 A Finance Party must conduct any Action in good faith and will give consideration to the views of the Original Obligor in relation to the appointment of professional advisers and the conduct of the Action, taking into account (to the extent practicable) both its interests and the interests of the Original Obligor
- 2.11.5 A Finance Party may only concede or compromise any claim in respect of any Action if it has consulted the Original Obligor before so doing and, so long as no Event of Default is continuing, with the consent of the Original Obligor
- 2.11.6 Notwithstanding Clauses 18.5.3 to 18.5.5 (inclusive) of the Facilities Agreement, a Finance Party is not required to disclose to the Original Obligor any matter
- (a) in respect of which it is under a duty of non-disclosure or which is subject to any attorney/client privilege, or
  - (b) which relates to Finance Party's policy or other extrinsic matters

## **2.12 Set-Off**

A Finance Party may set off any mature obligation due from the Company under the Finance Documents (to the extent beneficially owned by that Finance Party) against any matured obligation owed by that Finance Party to the Company regardless of the place of payment, booking branch or currency of either obligation

## **2.13 Further documents**

The Company shall (and shall ensure that each of its Subsidiaries will) at the request of the Agent, do or procure the doing of all such things and execute or procure the execution of all such documents as are, in the reasonable opinion of the Agent (having regard to the cost to the Obligors and the benefit on the Finance Parties), necessary to ensure that the Finance Parties obtain all rights and benefits intended to be conferred on them under the Finance Documents

## **3. DEBENTURE**

The principal terms on which the Financial Assistance will be given under the Debenture are as follows

### **3.1 Joint and several**

The liabilities and obligations of the Company under the Debenture are joint and several. The Company agrees to be bound by the Debenture notwithstanding that any

other Chargor which was intended to sign or be bound by the Debenture did not so sign or is not bound by the Debenture

### **3.2 Covenant to pay**

The Company covenants with the Security Trustee and the other Finance Parties that it will on demand pay and discharge the Secured Liabilities when due

### **3.3 Nature of security**

The Security created under the Debenture is created

- 3 3 1 as a continuing security to secure the payment and discharge of the Secured Liabilities,
- 3 3 2 (except in the case of assets which are the subject of a legal mortgage under the Debenture) over all present and future assets of the kind described which are owned by the Company and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them,
- 3 3 3 in favour of the Security Trustee as trustee for the Finance Parties, and
- 3 3 4 with full title guarantee (except that the covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to all charges, incumbrances and rights, even if the Company does not know and could not reasonably be expected to know about them)

### **3.4 Qualifying floating charge**

Paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Debenture

### **3.5 Creation of Security**

- 3 5 1 The Company charges
  - (a) by way of legal mortgage its interest in the Land referred to opposite its name in schedule 1 of the Debenture (*Land charged by way of legal mortgage*), and
  - (b) by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Land
- 3 5 2 The Company mortgages or (if or to the extent the Debenture does not take effect as a mortgage) charges by way of fixed charge
  - (a) all Shares, and
  - (b) all Distribution Rights
- 3 5 3 The Company mortgages or (if or to the extent the Debenture does not take effect as a mortgage) charges by way of fixed charge
  - (a) all Investments, and

- (b) all related Distribution Rights,  
including those held for it by any nominee
- 3 5 4 The Company charges by way of fixed charge all Equipment in so far as it is not charged by way of legal mortgage under clause 3 1 of the Debenture as referred to in paragraph 3 5 1 above
- 3 5 5 The Company charges by way of fixed charge
  - (a) all Book Debts, and
  - (b) all benefits, rights and Security held in respect of, or to secure the payment of, the Book Debts
- 3 5 6 The Company charges by way of fixed charge
  - (a) all Non Trading Debts, and
  - (b) all benefits, rights and Security held in respect of, or to secure the payment of, the Non Trading Debts
- 3 5 7 The Company charges by way of fixed charge all amounts standing to the credit of
  - (a) each Account held with the Security Trustee, and
  - (b) any other account in its name held with the Security Trustee or to which it is beneficially entitled
- 3 5 8 If an Event of Default has occurred and is continuing regardless of the terms on which moneys are credited to any account in the name of the Company held with any Finance Party, no amount standing to the credit of that account will be or accrue due or payable to the Company until
  - (a) the Secured Liabilities have been paid and discharged in full, and
  - (b) no Finance Party is under any obligation to make banking or other facilities available to the Company,

and following the occurrence of an Event of Default that is continuing, the Company shall not request, demand or claim to be entitled to withdraw any amount from the account except (without prejudice to the Finance Parties' rights under the Debenture) as the Security Trustee may in its absolute discretion from time to time permit
- 3 5 9 The Company charges by way of fixed charge all of its Intellectual Property Rights
- 3 5 10 The Company charges by way of fixed charge its goodwill
- 3 5 11 The Company charges by way of fixed charge its uncalled capital

- 3 5 12 The Company charges by way of fixed charge the benefit of all Authorisations held by it in relation to any Security Asset
- 3 5 13 The Company assigns absolutely all its rights and interests under the Assigned Agreements to which it is party
- 3 5 14 The Company assigns absolutely or (if and to the extent that the assignment is not effective) charges by way of fixed charge all amounts from time to time standing to the credit of each account (including any Account) held with a party, other than the Security Trustee, in its name or to which it is beneficially entitled
- 3 5 15 The Company assigns absolutely all its rights and interests in the Insurances
- 3 5 16 The Company charges by way of fixed charge all its rights under any agreement to which it is a party other than the Assigned Agreements which are effectively assigned by clause 3 12 of the Debenture (*Assigned Agreements*) as referred to in paragraph 3 5 13 above
- 3 5 17 The Company charges by way of floating charge all its present and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge or assigned under clause 3 of the Debenture

### **3.6 Conversion by notice**

Subject to clause 5 2 of the Debenture (*Limitation*), the Security Trustee may by written notice to the Company at any time during the Security Period convert the floating charge created by the Company under the Debenture into a fixed charge in respect of any Security Asset specified in that notice if

- 3 6 1 a Declared Default has occurred, or
- 3 6 2 the Security Trustee considers that Security Asset to be in danger of being seized, attached, charged, taken possession of or sold under any form of distress, sequestration, execution or other process and such action could reasonably be expected to materially adversely affect the interests of the Secured Parties

### **3.7 Limitation**

Clause 5 1 of the Debenture (*Conversion on notice*) shall not apply by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986

### **3.8 Automatic conversion**

The floating charge created by the Company under the Debenture will convert automatically into fixed charges

- (a) if the Security Trustee receives notice of an intention to appoint an administrator of the Company,
- (b) if any steps are taken, (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator,

provisional liquidator, administrator or Receiver in respect of the Company over all or any part of its assets, or if such person is appointed.

- (c) if the Company creates or attempts to create Security over all or any of the Security Assets, other than Permitted Security,
- (d) on the crystallisation of any other floating charge over the Security Assets,
- (e) if any person seizes, attaches, charges, takes possession of or sells any Security Asset with a value in excess of £250,000 under any form of distress, sequestration, execution or other process, or attempts to do so, and
- (f) in any other circumstances prescribed by law

### **3.9 Negative pledge and disposals**

3 9 1 The Company shall not create or permit to subsist any Security over any Security Asset except for Permitted Security

3 9 2 The Company shall not, without the prior written consent of the Security Trustee

- (a) enter into any onerous obligation or restriction affecting any Security Asset, or
- (b) in relation to any Land forming part of the Security Assets
  - (i) part with possession of it, confer on any other person any right or licence to occupy it or grant any licence to assign, sub-let or create any Security over it,
  - (ii) exercise any of the powers conferred by sections 99 and 100 of the Act of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases,
  - (iii) vary, assign or otherwise dispose of or allow to be forfeited any leasehold interest,
  - (iv) agree any rent review,
  - (v) make any structural or material alteration, or do or allow anything to be done which falls within the definition of development in section 55 of the Town and Country Planning Act 1990,
  - (vi) allow any person other than itself to be registered under the Land Registration Act 2002 as proprietor, or create or permit to arise any interest which overrides under the Land Registration Act 2002 (and the Company shall reimburse the Security Trustee for its reasonable costs of lodging (aa) a caution against first registration of the title to that Land or (bb) if that Land is unregistered, a land charge),

(vii) make an application, consent to or acquiesce in the application by any third party, to the Land Registry to enter any matter on the register of title, or

(c) take any Security in connection with its liability under the Debenture from any guarantor of, or provider of Security for, any of the Secured Liabilities,

if any of the above could reasonably be expected to materially adversely affect the interests of the Secured Parties

### **3.10 Assigned Agreements and Insurances**

The Company shall not, without the prior written consent of the Security Trustee

3 10 1 make or agree to make any material amendments to,

3 10 2 waive any of its material rights under, or

3 10 3 exercise any right to terminate,

any of the Assigned Agreements or the Insurances if such action could reasonably be expected to materially adversely affect the interests of the Secured Parties

### **3.11 Further action**

3 11 1 The Company shall, at its own expense, promptly take any action and sign or execute any further documents which the Security Trustee may reasonably require in order to

(a) give effect to the requirements of the Debenture,

(b) protect, preserve and perfect the Security intended to be created by or pursuant to the Debenture,

(c) protect and preserve the ranking of the Security intended to be created by or pursuant to the Debenture with any other Security over any assets of any Chargor, or

(d) facilitate the realisation of all or any of the Security Assets or the exercise of any rights, powers and discretions conferred on the Security Trustee, any Receiver or any administrator in connection with all or any of the Security Assets,

and any such document may (i) disapply section 93 of the Act and (ii) contain an assignment to the Security Trustee of the Book Debts in any manner reasonably required by the Security Trustee

3 11 2 The Security Trustee agrees and acknowledges that any other action taken under clause 16 2 1 of the Debenture as referred to at paragraph 3 11 1 above before an Event of Default has occurred and is continuing shall be no more onerous than the terms contained within the Debenture

### **3.12 Power of attorney**

The Company irrevocably and by way of security appoints each of

3 12 1 the Security Trustee,

3 12 2 any delegate or sub-delegate of, or other person nominated in writing by, an officer of the Security Trustee, and

3 12 3 any Receiver,

jointly and severally as the Company's attorney, in the Company's name, on its behalf and in such manner as the attorney may in its or his absolute discretion think fit following the occurrence of a Declared Default or following the failure by the Company to comply with a written request from the Security Trustee within 10 Business Days of receiving such request, to take any action and sign or execute any further documents which the Company is required to take, sign or execute in accordance with the Debenture. The Company agrees, promptly on the request of the Security Trustee or any Receiver, to ratify and confirm all such actions taken and documents signed or executed

## **4. COMPANY INTRA-GROUP LOAN AGREEMENT**

The principal terms on which the Financial Assistance will be given under the Company Intra-Group Loan Agreement are as follows

By executing the Company Intra-Group Loan Agreement the Company, inter alia, agrees to provide loan facilities up to a maximum of £30,000,000 to the Borrower to enable the Borrower to, inter alia, comply with its obligations under the Facilities Agreement and the Finance Documents



**INTEC DISTRIBUTION LIMITED**

**(Registered number 3314092)**

**ANNEXURE C TO FORM 155(6)a**

**The Principal Terms of the Financial Assistance**

**PART II**

**1. DEFINITIONS**

**"Accession Letter"** means a document substantially in the form set out in schedule 6 of the Facilities Agreement (*Form of Accession Letter*),

**"Account"** means a Current Account, a Holding Account or a Mandatory Prepayment Account,

**"Accounting Principles"** means generally accepted accounting principles in the United Kingdom,

**"Acquisition"** means the acquisition by Fonebak of the Target Shares,

**"Act"** means the Law of Property Act 1925,

**"Additional Borrower"** means a company which becomes an Additional Borrower in accordance with clause 29 of the Facilities Agreement (*Changes to the Obligors*),

**"Additional Guarantor"** means CRC Group Limited, Automated Integrated Diagnosis Limited, CommunicAID Limited, Computer Repair Centre Limited, Communication Repair Centre (UK) Limited, Intec Group Limited, Intec Cellular Services Limited, Intec Distribution Limited, CRC CommunicAid S p z o o, CRC Deutschland GmbH and any other company which becomes an Additional Guarantor in accordance with clause 29 of the Facilities Agreement (*Changes to the Obligors*),

**"Affiliate"** means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company,

**"Agent"** means KBC Bank NV,

**"Arranger"** means KBC Bank NV,

**"Assigned Agreements"** means the Hedging Agreements, the Company Intra-Group Loan Agreements and the Key-Man Policies,

**"Authorisation"** means an authorisation, consent (including an Environmental Consent), permission, approval, resolution, licence, exemption, filing, notarisation or registration,

**"Book Debts"** means, in relation to a Chargor, all its book debts arising in the ordinary course of trading,

**"Borrower"** means an Original Borrower or an Additional Borrower,

**"Business Day"** means a day (other than a Saturday or Sunday) on which banks are open for general business in London and

- (a) (in relation to any date for payment or purchase of a currency other than euro) the principal financial centre of the country of that currency, or
- (b) (in relation to any date for payment or purchase of euro) any TARGET Day,

**"Buyer Group"** means Fonebak and its Subsidiaries at the date of the Facilities Agreement and **"Buyer Group Company"** means any of them,

**"Chargor"** means each Original Chargor and each company which grants Security over its assets in favour of the Security Trustee by executing a Security Accession Deed in accordance with clause 21 of the Debenture (*Additional Chargors*),

**"Current Account"** means each account of the Chargors set out in schedule 5 of the Debenture (*Current Accounts*),

**"Dangerous Materials"** means any element or substance (in any form) which is subject to regulatory control as being hazardous or dangerous or which is capable of causing harm or damage to the Environment,

**"Declared Default"** means an Event of Default which has resulted in the Agent exercising any of its rights under clause 27 18 (*Acceleration*) of the Facilities Agreement,

**"Default"** means an Event of Default or any event or circumstance specified in clause 27 of the Facilities Agreement which would (with the expiry of a grace period, the giving of notice, the making of any determination or the satisfaction of any condition under the Finance Documents or any combination of any of the foregoing) be an Event of Default

**"Delegate"** means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Trustee

**"Distribution Rights"** means all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of any Investments or Shares, and includes all dividends, interest and other distributions paid or payable on or in respect of them,

**"Environment"** means ecological systems, living organisms (including human beings) and all or any of the following media (whether alone or in combination) air (including air within buildings or other structures and whether above or below ground), land (including buildings and any other structures or erections in, on or under it or any soil and anything below the surface of the land), land covered with water, and water (including water under or within land or in pipe or sewerage systems and sea, ground and surface water),

**"Environmental Consent"** means any consent, agreement, permit, licence, authorisation or approval required by any Environmental Law,

**"Environmental Law"** means all applicable laws and regulations in force at any time relating to Environmental Matters or the Environment,

**"Environmental Matters"** means all or any of

- (a) waste (including packaging waste),
- (b) contaminated land,
- (c) discharges to land, ground, surface and coastal waters and sewers,
- (d) the abstraction of water,
- (e) the extraction of natural resources,
- (f) emissions to air,
- (g) noise, vibration and light,
- (h) Dangerous Materials,
- (i) common law and nuisance, trespass and negligence,
- (j) statutory nuisance,
- (k) radiation, radioactive substances and materials, and
- (l) the conservation or protection of species, habitats, biodiversity, flora and fauna,

**"Equipment"** means, in relation to a Chargor, all its fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related Authorisations, agreements and warranties,

**"Event of Default"** means any event or circumstance specified as such in clause 27 of the Facilities Agreement,

**"Existing Financial Indebtedness"** has the meaning given to it in the Facilities Agreement,

**"Facility"** means the revolving loan facility described in clause 2 of the Facilities Agreement,

**"Fee Letter"** means any letter or letters dated on or about the date of the Facilities Agreement between Fonebak and all or any of the Arranger, the Agent and the Security Trustee setting out any of the fees referred to in clause 15 of the Facilities Agreement (*Fees*),

**"Finance Documents"** means the Facilities Agreement, any Fee Letter, any Accession Letter, any Resignation Letter, any Transaction Security Document, the Hedging Agreement, the Mandate Letter, the Stage 4 Finance Documents, the Stage 5 Finance Documents and any other document designated as such by the Agent and Fonebak,

**"Finance Parties"** means the Arranger, the Agent, the Security Trustee, the Lenders, the Issuing Bank and the Hedging Bank,

**"Financial Indebtedness"** means any indebtedness for or in respect of

- (a) moneys borrowed,

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- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent,
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument,
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with the Accounting Principles, be treated as a finance or capital lease.
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis),
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing,
- (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account),
- (h) the supply of any goods or services which is more than 60 days past the original due date for payment,
- (i) (without double-counting) any counter-indemnity obligation in respect of the guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution,
- (j) any shares which are expressed to be redeemable, and
- (k) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (j) (inclusive) above,

**"Financial Year"** in relation to a company, has the meaning given to it in section 223 of the Companies Act 1985,

**"Group"** means Fonebak and its Subsidiaries for the time being and **"Group Company"** means any one of them,

**"Guarantor"** means an Original Guarantor or an Additional Guarantor,

**"Hedging Agreement"** means any master agreement, confirmation, schedule or other agreement in the agreed form entered into or to be entered into by Fonebak for the purpose of hedging interest rate liabilities and/or any exchange rate fluctuations in accordance with the Hedging Letter,

**"Hedging Letter"** has the meaning given to that term in part 1 of schedule 2 to the Facilities Agreement (*Conditions Precedent*),

**"Holding Account"** means an account

- (a) held by a Group Company with the Agent or Security Trustee,

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- (b) identified in a letter between Fonebak and the Agent as a Holding Account, and
- (c) subject to Security in favour of the Security Trustee which Security is in form and substance satisfactory to the Security Trustee acting reasonably,

(as the same may be redesignated, substituted or replaced from time to time),

**"Holding Company"** means in relation to a company or corporation, any other company or corporation in respect of which it is a subsidiary,

**"Insurance"** means, in relation to a Chargor, each contract or policy of insurance to which that Chargor is a party or in which it has an interest,

**"Intellectual Property Rights"** means

- (a) any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, semiconductor typography rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property,
- (b) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature, and
- (c) any other right to use, or application to register or protect, any of the items listed in paragraphs (a) or (b) above,

arising or subsisting in any jurisdiction and whether registered or not,

**"Investments"** means all or any stocks, shares (other than any Shares), bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations),

**"Issuing Bank"** means KBC Bank NV,

**"Key-man Policy"** means a key-man life assurance policy (in form and substance reasonably satisfactory to the Agent and with such insurer as the Agent may reasonably approve) taken out and maintained by Fonebak in respect of the death, disability or critical illness of various individuals,

**"Land"** has the same meaning as it has in section 205(1) of the Act,

**"Lender"** means

- (a) any Original Lender, and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party to the Facilities Agreement in accordance with clause 28 of the Facilities Agreement  
(*Changes to the Lenders*)

which in each case has not ceased to be a Party in accordance with the terms of the Facilities Agreement,

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**"Letter of Credit"** means

- (a) a letter of credit, substantially in the form set out in Schedule 9 of the Facilities Agreement (*Form of Letter of Credit*), or
- (b) any guarantee, letter of credit, bonding documentary or standby letter of credit, indemnity or other instrument in a form requested by a Borrower (or Fonebak on its behalf) and agreed by the Agent and the Issuing Bank,

**"Loan"** means a loan made or to be made under the Facility or the principal amount outstanding for the time being of that loan,

**"Mandate Letter"** means the letter dated 9 November 2006 between the Agent and Fonebak,

**"Mandatory Prepayment Account"** means an interest-bearing account

- (a) held in the United Kingdom by a Borrower with the Agent or Security Trustee,
- (b) identified in a letter between Fonebak and the Agent as a Mandatory Prepayment Account,
- (c) subject to Security in favour of the Security Trustee which Security is in form and substance satisfactory to the Agent and Security Trustee, acting reasonably, and
- (d) from which no withdrawals may be made by any members of the Group except as contemplated by the Facilities Agreement,

(as the same may be redesignated, substituted or replaced from time to time),

**"Non Trading Debts"** means all debts and moneys due or payable to a Chargor except for Book Debts and those referred to in clause 3.7 of the Debenture (*Accounts held with Finance Parties*) and clause 3.13 of the Debenture (*Accounts held with third parties*),

**"Obligor"** means a Borrower or a Guarantor,

**"Offer"** means the offer for shares in CRC Group Limited (previously known as CRC Group plc) not beneficially owned by Fonebak made by or on behalf of Fonebak in all material respects on the terms and conditions referred to in the Offer Document,

**"Offer Document"** means the document, in the agreed form, pursuant to which the Offer shall be made,

**"Original Borrower"** means Fonebak,

**"Original Chargers"** means Fonebak, Intec Group Limited, Intec Cellular Services Limited, Intec Distribution Limited, CRC Group Limited, Automated Integrated Diagnosis Limited, Computer Repair Centre Limited, CommunicAID Limited, and Communication Repair Centre (U K ) Limited,

**"Original Guarantor"** means Fonebak,

**"Original Lender"** means KBC Bank NV,

**"Original Obligor"** means Fonebak plc, a company incorporated in England and Wales with registered number 5113820,

**"Permitted Security"** has the meaning given to it in the Facilities Agreement,

**"Receiver"** means a receiver appointed pursuant to the Debenture or to any applicable law, whether alone or jointly, and includes a receiver and/or manager and, if the Security Trustee is permitted by law to appoint an administrative receiver, includes an administrative receiver,

**"Regulations"** means the Financial Collateral Arrangements (No 2) Regulations 2003 (S I 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and **"Regulation"** means any of them,

**"Secured Liabilities"** means the liabilities of the Obligors to the Finance Parties under or pursuant to the Finance Documents except for any liabilities which if secured by the Debenture, would result in a contravention by the Chargor of section 151 of the Companies Act 1985,

**"Security"** means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect,

**"Security Accession Deed"** means a deed executed by a Group Company substantially in the form set out in Schedule 7 of the Debenture (*Form of Security Accession Deed*), with those amendments which the Security Trustee may approve or reasonably require,

**"Security Assets"** means, in relation to a Chargor, all of its assets which are the subject of any Security created or to be created by the Debenture,

**"Security Period"** means the period starting on the date of the Facilities Agreement and ending on the date on which the Agent is satisfied that all of the liabilities of the Obligors under each Finance Document are irrevocably discharged in full and no Finance Party has any commitment or liability, whether present or future, actual or contingent, in relation to the Facilities,

**"Security Trustee"** means KBC Bank NV,

**"Shares"** means all shares held by a Chargor in its Subsidiaries,

**"Stage 4 Finance Documents"** means each of the documents set out in paragraph 2 (*Stage 4 Finance Documents*) of part 4 of Schedule 2 of the Facilities Agreement (*Stage 4 Conditions precedent*),

**"Stage 5 Finance Documents"** means each of the documents set out in paragraph 2 (*Stage 5 Finance Documents*) of part 5 of Schedule 2 of the Facilities Agreement (*Stage 5 Conditions precedent*),

**"Subsidiary"** means a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985,

**"Target"** means Intec Group Limited, a company incorporated under the law of England and Wales with registered number 3585730,

**"Target Shares"** means all of the issued share capital in Target,

**"TARGET"** means Trans-European Automated Real-time Gross Settlement Express Transfer payment system,

**"TARGET Day"** means any day on which TARGET is open for the settlement of payments in euro,

**"Transaction Security"** means the Security created or expressed to be created in favour of the Security Trustee pursuant to the Transaction Security Documents,

**"Transaction Security Documents"** means any document entered into by any Obligor creating or expressed to create, evidencing or granting any Security in favour of the Finance Parties (or any of them) over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents each in form and substance satisfactory to the Agent,

**"Utilisation"** means a Loan or a Letter of Credit,

**"Utilisation Date"** means the date of a Utilisation, being the date on which the relevant Loan is to be made or Letter of Credit issued,

**"Utilisation Request"** has the meaning given to it in the Facilities Agreement



**INTEC DISTRIBUTION LIMITED**

**(Registered number 3314092)**

**ANNEXURE D TO FORM 155(6)a**

Up to £30,000,000 being the maximum facility limit under the Intra-Group Loan Agreement

JL

**INTEC DISTRIBUTION LIMITED**

**(Registered number 3314092)**

**ANNEXURE E TO FORM 155(6)a**

On the date of this declaration or at any time up to eight weeks after the date of this declaration

JM



KPMG Audit Plc  
2 Cornwall Street  
Birmingham B3 2DL  
United Kingdom

The Directors  
Intec Distribution Limited  
Intec House  
Moxon Street  
Barnet  
Hertfordshire  
EN5 5TS

17 September 2007

Dear Sirs

**Auditors' report to the directors of Intec Distribution Limited ('the Company') pursuant to Section 156(4) of the Companies Act 1985**

We have examined the attached statutory declaration of the directors dated 17 September 2007 in connection with the proposal that the Company should give financial assistance in connection with the purchase of 2 of the ordinary shares in Intec Group Limited, the Company's holding company

This report is made solely to the Company's directors as a body in accordance with Section 156(4) of the Companies Act 1985. Our work has been undertaken so that we as the Company's auditors might state to the Company's directors those matters we are required to state to them in a report under Section 156(4) of that Act 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 work under Section 156(4) of that Act or for this report.

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