

CHFP025

155(6)a

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001168108x

Page 1

The assistance is to be given to: (note 2) DMWSL 333 Limited (to be renamed as Maplin Electronics (Holdings) Limited) Registered No. 4220419 whose registered office is at Royal London House, 22/25 Finsbury Square, London EC2A 1DX

Please do not write in this margin

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

The assistance will take the form of:

See Annexure A

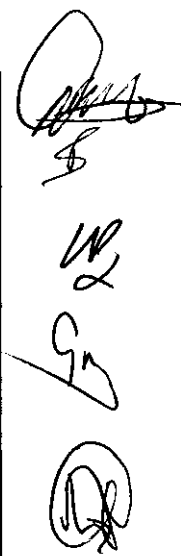
The person who ~~has acquired~~ [will acquire][†] the shares is:

[†] delete as appropriate

DMWSL 333 Limited (to be renamed as Maplin Electronics (Holdings) Limited)

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

See Annexure B

Handwritten signatures and initials, including a large signature at the top, followed by 'LQ', 'Gn', and a circled signature at the bottom.

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
bold block lettering

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

~~x~~/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) ~~/~~/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) ~~[It is intended 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 ~~x~~/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 See continuation sheet page 1

Declarants to sign below

Day Month Year
on 13 06 2001

before me R-J Johnson E L JOHNSON
Solicitor.

A Commissioner for Oaths or Notary Public or Justice of
the Peace or a Solicitor having the powers conferred on
a Commissioner for Oaths.

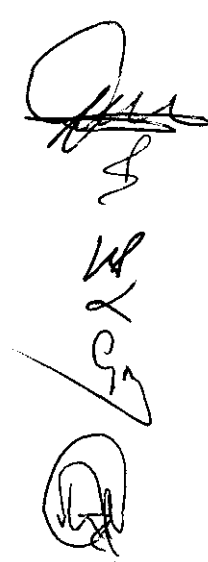
NOTES

- 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
37 Castle Terrace
Edinburgh
EH1 2EB



MAPLIN ELECTRONICS LIMITED

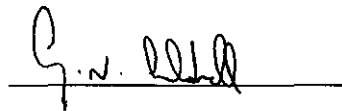
Company No. 1264385

Form 155(6)a

Continuation sheet page 1

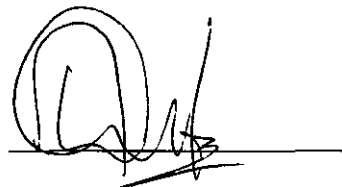
Graham Neil Caldwell

Mountwood
57 Addington Road
South Croydon
Surrey
CR2 8RD



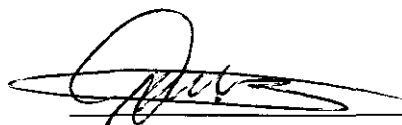
Nigel Lawrence Fawcett

Moss Edge Bank Lane
Holmfirth
Huddersfield
HD7 1XS



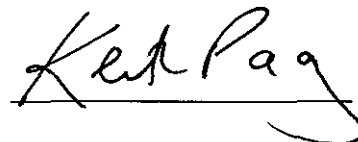
David John O'Reilly

109 Auckland Road
Potters Bar
Hertfordshire
EN6 3HF



Dr Keith Pacey

6 The Willows
Chapel Lane
Everton
Doncaster
DN10 5JF



Michael Ernest Smith

Kiplings Ravenstock Lane
Little Walden
Saffron Walden
Essex
CB10 1XG



And we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of this Statutory Declarations Act 1835.

Declared at 222 Gray's Inn Road, London WC1X 8XF

the 13th day of June 2001

before me



E. L. JOHNSON, Solicitor.

~~a Commissioner for Oaths or Notary Public or Justice of the Peace~~ or a Solicitor having the powers conferred on a Commissioner for Oaths.

MAPLIN ELECTRONICS LIMITED

Company No. 1264385
(the "Company")

Annexure A - Form 155(6)a

[Handwritten signatures and initials: "RNC" and others]

Definitions

In this Statutory Declaration (including Annexures A & B) the following expressions shall have the following meanings:

"Bank" means The Governor and Company of the Bank of Scotland (in its various capacities).

"Charging Companies" means Maplin Electronics Limited and Nikkai (Hong Kong) Limited.

"Composite Guarantee and Debenture" means the composite guarantee and debenture to be granted by the Company in favour of the Bank (acting as Security Trustee) whereby the Company guarantees to pay to the Bank (acting as Security Trustee) all moneys and liabilities due and owing from time to time by any Group Company (including the Principal Borrower) to the Security Beneficiaries and charges by way of fixed and floating charges certain of its assets and its undertaking in favour of the Bank (acting as Security Trustee) as security for such obligations.

"Facilities Agreements" means the following facilities to be entered into:

(i) a term loan facility agreement of £17,000,000 to be entered into between, inter alios, (1) the Principal Borrower and (2) the Bank in its capacities as Agent, the Working Capital Bank, the Term Bank, the Hedging Bank and the Security Trustee (the "Term Loan Facility Agreement");

(ii) a mezzanine loan agreement of £4,000,000 to be entered into between, inter alios, (1) the Principal Borrower and (2) the Bank (as Mezzanine Lender) (the "Mezzanine Loan Agreement"); and

(iii) a working capital facility for a maximum aggregate sum of £3,000,000 (the "Working Capital Facility"), the terms of which are set out in the Term Loan Facility and a working capital facility letter to be signed by, inter alios, the Principal Borrower and the Company and addressed to the Bank (the "Working Capital Facility Letter").

"Group" means at any time the Principal Borrower and its Subsidiaries (each a "Group Company").

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"Intercreditor Agreement"

means the intercreditor agreement between, inter alios, the Bank (in various capacities including as Security Trustee, Agent and Mezzanine Lender), the Principal Borrower, the Company and various investors which regulates the priorities between such parties.

"Intra-Group Loan Agreement"

means the intra-group loan agreement to be granted by, inter alios, the Company as lenders to the Principal Borrower as borrower pursuant to which, inter alia, the Charging Companies may lend money to the Principal Borrower to be used by the Principal Borrower to, amongst other things, service interest costs and repay advances and make other payments due under the Facilities Agreements.

"Letter of Support"

means the letter of support annexed to the Intra-Group Loan Agreement whereby, subject to certain conditions, the Principal Borrower agrees to lend to the Charging Companies such amounts as may be necessary to meet any working capital shortfalls.

"Principal Borrower"

means DMWSL 333 Limited (to be renamed as Maplin Electronics (Holdings) Limited), (Company No. 4220419).

"Security Beneficiaries"

has the meaning given in the Composite Guarantee and Debenture.

"Share Charge"

means the share charge in favour of the Bank in relation to the shares held by the Company in Nikkai (Hong Kong) Limited.

"Subsidiaries"

means a subsidiary as defined in section 736 of the Companies Act 1995 and a subsidiary undertaking as defined in section 258 and schedule 10A of the Companies Act 1995.

Reference to a document or an agreement means that document or agreement as amended from time to time.

The assistance will take the form of:

1. the Composite Guarantee and Debenture;
2. the Intercreditor Agreement;
3. the Share Charge;
4. the Intra-Group Loan Agreement;
5. the Letter of Support; and
6. the Company accepting the terms of the Working Capital Facility.

This is Annexure A referred to in Form 155(6)a declared by the directors of the Company on
13th June 2001.

Signed

E. L. Johnson

Solicitor

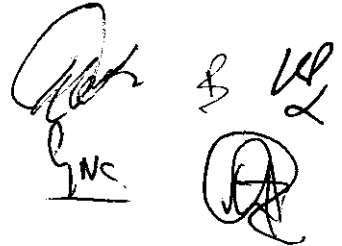
E. L. JOHNSON
Solicitor.

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MAPLIN ELECTRONICS LIMITED

Company No. 1264385
(the "Company")

Annexure B - Form 155(6)a



All capitalised terms in this Annexure B shall have the meanings given to them in Annexure A.

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

1. The Composite Guarantee and Debenture under which the Company:
 - 1.1 covenants that it will on demand in writing pay or discharge to the Bank (acting as Security Trustee) all moneys and liabilities which shall for the time being be due owing or incurred by it to the Security Beneficiaries.
 - 1.2 covenants and guarantees that it will on demand in writing pay or discharge to the Bank all moneys and liabilities which shall for the time being be due owing or incurred by any other group company to the Security Beneficiaries including, without limitation, moneys borrowed by the Principal Borrower and used by it to acquire the entire issued share capital of the Company.
 - 1.3 grants first fixed and floating charges over various of its assets and undertakings in favour of the Bank as continuing security and with full title guarantee for the payment or discharge of all moneys and liabilities covenanted to be paid by it.
2. The Intercreditor Agreement under which the Company undertakes to comply with the order of priorities set out therein whereby the repayment of sums due by the Principal Borrower under the Term Loan Facility Agreement are given priority to sums due under the Mezzanine Loan Agreement and sums due to various investors under various loan notes and sums due under the Mezzanine Loan Agreement are given priority to sums due to various investors under the various loan notes.
3. The Share Charge under which the Company as beneficial owner charges and assigns to the Bank (acting as Security Trustee) by way of first fixed charge the shares that the Company holds in Nikkai (Hong Kong) Limited and all its rights, title, interests and benefits in and to the shares as a continuing security for the due and punctual payment of the Secured Obligations (as defined therein).
4. The Intra-Group Loan Agreement whereby the Charging Companies or any of them, including the Company, as lenders, may make loans available to the Principal Borrower, as borrower. The proceeds of any advance made pursuant to this agreement are to be used by the Principal Borrower to:
 - 4.1 pay any amounts due to the Bank pursuant to the Facilities Agreements; and
 - 4.2 in respect of a particular advance, such other purposes as the Company, as a lender, may agree in writing.
5. The Letter of Support annexed to the Intra-Group Loan Agreement whereby, subject to certain conditions, the Principal Borrower agrees to lend to the Charging Companies such amounts as may be necessary to meet any working capital shortfalls.
6. The Working Capital Facility to the extent that any moneys borrowed by the Company under it are utilised for any purpose in connection with the acquisition of the entire issued share capital of the company.

This is Annexure B referred to in Form 155(6)a declared by the Directors of the Company on

13th June 2001

Signed

R. R. Johnson

Solicitor

Solicitor

[Handwritten signatures and initials in the top right corner]



KPMG

1 The Embankment
Neville Street
Leeds
LS1 4DW
United Kingdom

Tel +44 (0) 113 231 3000
Fax +44 (0) 113 231 3186
DX 12097 Leeds 1

Private & confidential

The Directors
Maplin Electronics Limited
National Distribution Centre
Wombwell
Barnsley
S Yorks
S73 0BS

13 June 2001

Dear Sirs

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

We have examined the attached statutory declaration of the directors dated 13 June 2001 in connection with the proposal that Maplin Electronics Limited ("the Company"), should give financial assistance for the purchase of the whole 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



KPMG, a partnership established under English law, is a member of KPMG International, a Swiss association

KPMG is registered to carry on audit work and authorised to carry on investment business

by the Institute of Chartered Accountants in England and Wales. The principal place of

business is 8 Salisbury Square, London EC4Y 8BB where a list of partners' names is open to inspection