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COMPANIES FORM No. 155(6)b

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

155(6)b

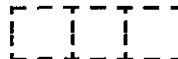
Please do not
write in this
marginPlease complete
legibly, preferably
in black type, or
bold block letteringNote
Please read the notes
on page 3 before
completing this form*Insert full name
of company†Insert name(s) and
address(es) of all
the directors

Pursuant to section 155(6) of the Companies Act 1985

To the Registrar of Companies

For official use

Company number



2639897

Name of company

* Finelist Group Limited

†/We† Christopher Paul McKinley Swan of Kissingtree House, Kissingtree
Lane, Alveston, Warwickshire CV37 7QT, Vuchuru Sadhana Reddy of
Heathfield House, Rotherhams Oak Lane, Nr. Hockley Heath,
Warwickshire B94 6RW.

§Delete as
appropriate

Lb.

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

‡Delete whichever
is inappropriate

Qb.

The business of the 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~~ [a] holding company of* Autogem (Holdings) Limitedwhich is
proposing to give financial assistance in connection with the acquisition of shares

Qb.

in ~~this company~~ [Europe Auto Distribution

the holding company of this company.]‡

Presenter's name, address and
reference (if any):
Allen & Overy
Edouard VII
26, boulevard des Capucines
75009 Paris

22756.01

For official use
General Section

AL
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: See attachment 1

The assistance is to be given to: (note 2) Autodis S.A. (a company incorporated in France with company number 086 380 706 RCS Paris) whose registered office is at 119-131 avenue René Morin, 91427 Morangis, France

The assistance will take the form of:

See attachment 2.

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

See attachment 3.

†Delete as appropriate

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

See attachment 4.

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

+/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)

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

(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)~~

W.S.

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

Declared at REGAL HOUSE, BIRMINGHAM ROAD,
STRATFORD - UPON - AVON, WARWICKSHIRE

the 30th day of JUNE

~~One thousand nine hundred and~~ 2000

before me Andrew P. Bonell

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

ANDREW P. BONELL
SOLICITOR

Declarants to sign below

NOTES

BONELL & CO
2 CHESTNUT WALK
STRATFORD-UPON-AVON
WARWICKS. CV37 6HQ

- 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.

FINELIST GROUP LIMITED
Company No. 2639897

Attachment 1 Form 155(6)b

3,997,244 ordinary shares of £1 each.

FINELIST GROUP LIMITED
Company No. 2639897

Attachment 2 - Form 155(6)b

1. The execution and delivery by Autogem (Holdings) Limited (the "**Subsidiary**") of:
 - (a) a debenture (the "**Debenture**") to be entered into between, inter alia, Finelist Group Limited and various of its Subsidiaries and BNP Paribas as Security Agent pursuant to which Finelist Group Limited and various of its Subsidiaries create fixed and floating charges over all their respective property, assets and undertakings standing as security for all the obligations of the Obligors;
 - (b) a mezzanine guarantee accession agreement (the "**Guarantee Accession Agreement**") to be entered into between, inter alia, Finelist and various of its Subsidiaries, Europe Auto Distribution Limited as Guarantor and Crédit Agricole Indosuez as Beneficiary pursuant to which the Subsidiary agrees to become a Guarantor under the Mezzanine Guarantee Agreement entered into between EADL and Crédit Agricole Indosuez and dated 27th April, 2000;
 - (c) a Senior Accession Agreement to be entered into between the Subsidiary, Europe Auto Holding S.A., BNP Paribas as Facility Agent and Security Agent whereby the Subsidiary becomes a Borrower and Guarantor under the senior facility agreement dated 27th April, 2000 (the "**Senior Facility Agreement**") and made between, inter alia, Europe Auto Holding S.A., certain of its subsidiaries including Europe Auto Distribution Limited, Goldman Sachs International and BNP Paribas (formerly Paribas) as Lead Arrangers, certain financial institutions as Lenders and BNP Paribas (formerly Paribas) as Facility Agent and Security Agent (all such terms as defined therein) to be amended by an amendment agreement (the "**Senior Facility Amendment Agreement**") to be made between Europe Auto Holdings S.A. as Parent, the companies listed in Part 1 of Schedule 2 thereto as Borrowers, the companies listed in part 2 of schedule 2 thereto as Guarantors, the financial institutions listed in schedule 1 as Lenders and BNP Paribas as Facility Agent and Security Agent (all such terms as defined therein) as such Senior Facility Agreement may be further amended, varied or supplemented from time to time.
 - (d) An intercreditor accession agreement whereby the Subsidiary accedes as an Obligor to an intercreditor agreement dated 27 April 2000 (the "**Intercreditor Agreement**") and made between Europe Auto Holding S.A., certain of its subsidiaries, Autodis S.A., Goldman Sachs International and BNP Paribas (formerly Paribas) as Lead Arrangers, the Senior Lenders, BNP Paribas (formerly Paribas) as Facility Agent and Security Agent, the Mezzanine Bondholders and the Equity Creditors (all such terms as defined therein) to be amended by an amendment agreement (the "**Intercreditor Amendment Agreement**") to be made between Europe Auto Holdings S.A. certain of its subsidiaries, Autodis S.A., Goldman Sachs International and BNP Paribas as Lead Arrangers, the Senior Lenders and BNP Paribas as Facility Agent and Security Agent, the Mezzanine Bondholders and the Equity Creditors (all such terms as defined therein) as such Intercreditor Agreement may be further amended, varied or supplemented from time to time.
 - (e) Group netting arrangements entered into with various ancillary lenders under which the Subsidiary agrees to give cross-guarantees in favour of the relevant ancillary

lenders in respect of the other members of the Group party to that Group Netting Arrangement and agreeing the netting-off of credit and debit balances of the Group.

FINELIST GROUP LIMITED
Company No. 2639897

Attachment 3 - Form 155 (6)b

Autodis S.A. a company registered in France with registered number 086 380 706 RCS Paris whose registered office is at 119-131 avenue René Morin 91427 Morangis, France

FINELIST GROUP LIMITED
Company No. 2639897

Attachment 4 - Form 155 (6)b

1. In respect of the Senior Facility Agreement, the Subsidiary irrevocably and unconditionally agrees:
 - (i) to guarantee to each Finance Party (as defined in the Senior Facility Agreement) punctual performance by each other Obligor of all that Obligor's payment obligations under the Senior Finance Documents (as defined in the Senior Facility Agreement);
 - (ii) with each Finance Party that whenever an Obligor (as defined in the Senior Facility Agreement) does not pay any amount when due under or in connection with a Senior Finance Document, that it shall immediately on demand pay that amount;
 - (iii) that any Finance Party may at any time following the occurrence of an Event of Default which is continuing, set off any obligation owed by that Finance Party to Finelist against any matured liability of the Subsidiary to the relevant Finance Party (all such terms as defined in the Senior Facility Agreement).
2. In respect of the Debenture, the Subsidiary:
 - (i) as primary obligor covenants with the Security Agent as therein defined (for the benefit of itself and the other Secured Parties) that it will pay or discharge all money and liabilities due, owing or incurred at any time to any Secured Party by any Obligor under any Finance Document in any currency or currencies, whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal, guarantor or surety, together with all interest thereon and expenses incurred in connection therewith (the "**Indebtedness**") as therein defined as and when the same falls due for payment;
 - (ii) with full title guarantee (save for any Security Interest expressly permitted under the Finance Documents) charges in favour of the Security Agent all the assets from time to time owned by it or in which it is from time to time interested by way of fixed and/or floating charges and/or standard security and/or assignment by way of security for the payment, discharge and performance of all the Indebtedness;
 - (iii) undertakes to, at its own expense, promptly execute such deeds, assurances, agreements, instruments and otherwise do such acts and things as the Security Agent may reasonably require for perfecting or protecting the security created (or intended to be created) by the Debenture (the "**Security Assets**") or for facilitating the realisation of the Security Assets or otherwise for enforcing the same or exercising any of the Security Agent's rights under the Debenture. The Subsidiary undertakes, in particular, to execute all transfers, conveyances, assignments and assurances whatsoever and give all notices, orders, instructions and directions whatsoever which the Security Agent may reasonably consider to be necessary.
3. In respect of the Intercreditor Agreement the Subsidiary covenants with the Facility Agent and the Security Agent, inter alia:

- (i) to pay the Senior Term Loan and the Revolving Credit Facility in priority to the Mezzanine Facilities and to pay the Senior Term Loan, the Revolving Credit Facility and the Mezzanine Facilities in priority to its other payment obligations, subject to the terms thereof (all as defined in the Intercreditor Agreement);
 - (ii) not (unless expressly permitted or requested under the Senior Facility Agreement) to require, accept, receive or retain the benefit of any guarantee, indemnity or security from any of the Group Companies;
 - (iii) not (unless expressly permitted or requested under the Senior Facility Agreement) to require, accept or retain any asset, moneys or payments for and in the discharge or otherwise in connection with any of the Intra-Group Liabilities or the Intra-Group Loan Agreements, except for Intra-Group Permitted Payments;
 - (iv) not (until after the Senior Discharge Date, the Mezzanine Discharge Date and the Senior Excess Discharge Date) to take any Enforcement Action in relation to any of the Intra-Group Liabilities or the Intra-Group Loan Agreement except for Intra-Group Permitted Enforcement Action;
 - (v) except for Inter-Group Loan Permitted Payments, all Intra-Group Recoveries shall, during any period before the Senior Discharge Date, the Mezzanine Discharge Date and the Senior Excess Discharge Date, be held in trust per application in accordance with the terms of the Intercreditor Agreement or if a trust cannot properly be created, paid to the Designated Payee,
- (all such terms as defined in the Intercreditor Agreement).
4. By executing the Guarantee Accession Agreement in respect of the Mezzanine Guarantee Agreement, the Subsidiary irrevocably and unconditionally:
- (i) agrees to guarantee to the Beneficiary the punctual performance by Autodis of Autodis' payment obligations under the Mezzanine Finance Documents (as defined under the Intercreditor Agreement); and
 - (ii) undertakes with the Beneficiary that whenever Autodis does not pay any amount due under or in connection with a Mezzanine Finance Document, that it shall immediately on demand pay that amount.
5. By executing certain Group Netting Arrangements the Subsidiary will:
- (a) agree to cross guarantee the relevant ancillary lender with regard to debit balances of each member of the Group which is party to such Group Netting Arrangement;
 - (b) agree that the balances in its accounts with the relevant ancillary lender may be set-off against balances of other members of the Group which are party to that Group Netting Arrangement; and
 - (c) agree to give further assistance to the relevant ancillary lender with respect to obligations of the other members of the Group.
6. References in this form to any agreement or document (or any provisions of, or definitions contained in any agreement or document referred to therein) shall be construed as references

to that agreement, that provision, that definition or that document as in force for the time being as amended, varied, supplemented or novated from time to time.

7. References in this form to any party or person shall include their permitted successors, assigns, transferees and substitutes.
8. The Subsidiary may also incur costs, claims, losses, expenses, liabilities and taxes under the Senior Facility Agreement, the Group Netting Arrangements the Intercreditor Agreement and the Debenture.

The Directors
Finelist Group Limited
Regal House
Birmingham Road
Stratford-upon-Avon
Warwickshire
CV37 0BN

PricewaterhouseCoopers

Temple Court
35 Bull Street
Birmingham B4 6JT
Telephone +44 (0) 121 265 5000
Facsimile +44 (0) 121 265 5050
Direct fax 0121 265 5100

30 June 2000

Dear Sirs

Auditors' report to the directors of Finelist Group Limited (formerly Finelist Group PLC) pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors of Finelist Group Limited (formerly Finelist Group PLC) ('the Company') dated 30 June 2000 in connection with the proposal that the Company's subsidiary undertaking, Autogem (Holdings) Limited, should give financial assistance for the purchase of 3,997,244 of the ordinary shares of the Company's holding company, Europe Auto Distribution Limited.

Basis of opinion

We have enquired into the state of the Company's affairs in order to review the bases for the statutory declaration.

Opinion

We are not aware of anything to indicate that the opinion expressed by the directors 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



PricewaterhouseCoopers
Chartered Accountants and Registered Auditors