

# 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

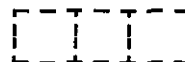
Pursuant to section 155(6) of the Companies Act 1985

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

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

For official use

Company number



2742091

**Note**

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

Name of company

\* Viva (Consumer Products) Limited

\* insert full name  
of company

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

†/We § Michael William Perkins of 38 Cubbington Road, Leamington Spa,  
Warwickshire CV32 7AB, Robert Leslie Nash of "Chimneys, 12 Manor  
Fields Drive, Ilkeston, Derbyshire DE7 5FA and David William Allen of  
11 Hunters Court, Stalybridge, Cheshire DK15 2UH

† delete as  
appropriate

§ delete whichever  
is inappropriate

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

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§

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

[company] [company's holding company] Newmond (UK) Holdings

Limited†

The assistance is for the purpose of ~~that acquisition~~ [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: 66,868,250 Ordinary

Shares of £0.20 each

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

Ashurst Morris Crisp  
Broadwalk House  
5 Appold Street  
LONDON  
EC2A 2HA  
639 London / City  
NXH/1962439

For official Use  
General Section

Post room



The assistance is to be given to: (note 2) Deltarepair Limited and Eventower Limited the  
registered office of each of which is at Pentagon House, Sir Frank Whittle Road,  
Derby, Derbyshire DE21 4XA

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

The assistance will take the form of:

See attachment 1

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

† delete as  
appropriate

Newmond Holdings Limited (No. 3283191) previously Pinco 873 Limited

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

See attachment 2

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

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

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

~~1/~~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)

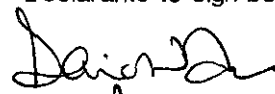


(a) ~~1/~~We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date]\* (note 3)

(b) ~~[It is intended to commence the winding-up of the company within 12 months of that date, and I/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 ~~1/~~we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at DERBY

Declarants to sign below

Day Month Year  
on 

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

before me 

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

## 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

FORM 155(6)a

VIVA (CONSUMER PRODUCTS) LIMITED

Company Number 2742091

Attachment 1 to Form 155(6)a

1. Electwealth Limited ("**Parent**") and Deltarepair Limited ("**Holdco**"), Eventower Limited and Financiere Celsius S.A. (the "**Borrowers**") will enter into a senior credit agreement dated on or about the date of this statutory declaration with (1) the Banks (as defined therein), (2) Deutsche Bank AG London, Société Générale and The Royal Bank of Scotland plc as arrangers, and (3) The Royal Bank of Scotland as facility agent, issuing bank and overdraft bank pursuant to which the Banks will make available facilities of up to £441,625,000 to the Borrowers (the "**Senior Credit Agreement**").
2. Electwealth Limited ("**Parent**") and Deltarepair Limited will enter into a mezzanine loan agreement dated on or about the date of this statutory declaration with (1) the Lenders (as defined therein), (2) Deutsche Bank AG London, Société Générale and RBS Mezzanine Limited as arrangers, and (3) RBS Mezzanine as facility agent pursuant to which the Lenders (as defined therein) will make available facilities of up to £40,000,000 to Deltarepair Limited (the "**Junior Loan Agreement**").
3. Eventower Limited will enter into certain interest rate hedging agreements with regard to the Senior Credit Agreement and Junior Loan Agreement (the "**Hedging Agreements**").
4. Eventower Limited will on-lend funds from the Senior Credit Agreement and Deltarepair Limited (via Eventower) will on-lend funds from the Junior Loan Agreement to Newmond Holdings Limited to refinance the debt used for the acquisition of the Company's holding company, Newmond (UK) Holdings Limited (the "**Target**").
5. Financial assistance will be provided by the Company to Eventower Limited and Deltarepair Limited in connection with the refinancing of the debt used for the acquisition of the Target.
6. Such financial assistance will be given by the Company entering into and incurring the following obligations under the following documents (to be dated on or about the date hereof):
  - 6.1 a guarantee and debenture (the "**Debenture**") made in favour of The Royal Bank of Scotland plc as security trustee (the "**Security Trustee**") for the Secured Parties (as defined in the Debenture) pursuant to which the Company will give guarantees and indemnities as well as fixed and floating charges over all its assets and undertaking present and future by way of security for the obligations of all members of the group of companies of which it is a member (all "**Group Companies**" as defined in the Debenture) under, amongst other documents the Senior Credit Agreement, the Junior Loan Agreement and the Hedging Agreements.
  - 6.2 pursuant to a facility letter an intra-group loan facility (the "**Upstream Loan Facility**") granted by the Company jointly and severally with other members of the group of companies of which it is a member in favour of Deltarepair Limited and Eventower Limited.

**VIVA (CONSUMER PRODUCTS) LIMITED**

**Company Number 2742091**

**Attachment 2 to Form 155(6)a**

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

6.3 By executing the Debenture the Company:-

- (a) as principal obligor guarantees payment of all monies owing (and performance of obligations undertaken) to the Secured Parties under the Senior Credit Agreement, the Junior Loan Agreement and the Hedging Agreements (together the "**Finance Documents**");
- (b) agrees to indemnify the Secured Parties for any loss or liability suffered by any of them as a result of (amongst other things) any obligation owed to them under the Finance Documents not being paid or performed on its due date;
- (c) agrees that its guarantee and indemnity obligations will not be affected by (amongst other things) any act, circumstance, omission, matter or thing which would otherwise reduce, release or prejudice any of such obligations or prejudice or diminish such obligations;
- (d) agrees that any of the Secured Parties may set off any obligation owed but unpaid by the Company to any of the Secured Parties against any obligation (whether or not due and payable) owed by that particular member of the Secured Parties to the Company.
- (e) as primary obligor, covenants with the Security Trustee that it will pay or discharge all outstandings under the Finance Documents;
- (f) as beneficial owner and with full title guarantee, charges in favour of the Security Trustee all its assets and undertakings by way of fixed and/or floating charges and/or assignment by way of security for the payment, discharge and performance of such outstandings;
- (g) undertakes, at its own expense, to execute and do all such assurances, acts and things as the Security Trustee may reasonably require for perfecting or protecting the security intended to be created by the Debenture over the assets secured thereby; and
- (h) permits the Security Trustee and each of the Secured Parties to set off any obligation due and payable and unpaid by the Company to the Security Trustee or that one of the Secured Parties against any obligation (whether or not due and payable) owed by the Security Trustee or such one of the Secured Parties (as the case may be) to the Company.

6.4 By executing the Upstream Loan Facility, the Company, together with other members of its group, will make available to Eventower Limited and/or Deltarepair Limited a revolving loan facility of up to £481,625,000 in aggregate to be used by Eventower Limited and/or Deltarepair Limited to make payments when due to the Secured Parties but on the basis that the Company will only be obliged to make advances under the facility letter if, inter alia, it

has the cash resources (as determined in accordance with the facility letter) and the Company is not in liquidation or administration or the subject of a creditor's voluntary arrangement.

- 6.5 The Company's obligations as described above continue in relation to the Finance Documents as they may be amended, modified, varied or restated from time to time.

**PricewaterhouseCoopers**

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35 Bull Street  
Birmingham B4 6JT  
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The Directors

Viva (Consumer Products) Limited  
Pentagon House  
Sir Frank Whittle Road  
Derby  
DE21 4XA

22 November 2000

Our ref: Vivaa/s156(a)

Dear Sirs

**Auditors' report to the directors of Viva (Consumer Products) Limited pursuant to Section 156(4) of the Companies Act 1985**

We have examined the attached statutory declaration of the directors Viva (Consumer Products) Limited ('the Company') dated 22 November 2000 in connection with the proposal that the Company should give financial assistance for the purchase of the whole of the share capital of the Company's ultimate holding company, Newmond Limited.

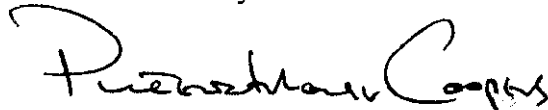
**Basis of opinion**

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*