



CHA 116

## 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  
margin

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

**Note**  
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

† delete as  
appropriate

§ delete whichever  
is inappropriate

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

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

For official use

Company number

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3128775

3182775

Name of company

\* Thorn Limited

x/We § Mark Tagliaferri of Flat 7, 155 Sloane Street, London SW1 9AB

Richard Golding of 29 Downshire Hill, Hampstead, London NW3

Fraser Duncan of 25 Kippington Road, Seven Oakes, Kent TN13 2LJ

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

The business of this 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\* Thorn International Holdings Limited

\_\_\_\_\_ which is

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

in [this company] [ \_\_\_\_\_

\_\_\_\_\_ ~~the holding company of this company.~~†

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

Clifford Chance  
200 Aldersgate Street  
London  
EC1A 4JJ  
GAK04\$ f.lfd  
DX No 606 LONDON  
Ref: GHL/N0329/3660

For official Use  
General Section

Post room



KLO \*KA3XXC03\* 2985  
COMPANIES HOUSE 10/12/98

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

The number and class of the shares acquired or to be acquired is: 374,073,594 ordinary shares

The assistance is to be given to: (note 2) Future Rentals plc whose registered office is  
50 Victoria Embankment, London EC4Y 0DX

The assistance will take the form of:

See Schedule 1.

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

† delete as  
appropriate

Future Rentals plc whose registered address is 50 Victoria Embankment,  
London EC4Y 0DX

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

See Schedule 2.

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 £ See Schedule 3.

The value of any asset to be transferred to the person assisted is £ Nil

Please do not  
write in this  
margin

The date on which the assistance is to be given is 8 weeks from the date hereof 19     

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

~~X~~/We have formed the opinion, as regards this 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) ~~X~~/We have formed the opinion that this 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 this company within 12 months of that date, and I/we have formed the opinion that this 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 1 ST MARTIN'S - LE GRAND  
LONDON EC1

Declarants to sign below

the 7<sup>th</sup> day of December  
one thousand nine hundred and ninety  
eight  
before me LEW PARKER

RTA Guldin  
Mark Z  
Pare Schum

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

## 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  
CF4 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies  
Companies House  
37 Castle Terrace  
Edinburgh  
EH1 2EB

**THORN LIMITED**

(the "Company")

**Schedule 1 to the Statutory Declaration**

**dated 7 December 1998**

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1. The execution, delivery and performance by the Company of its obligations under:
  - 1.1 a guarantor accession agreement to be dated on or about the date hereof (the "**Senior Guarantor Accession Agreement**") between Future Rentals plc ("**Future Rentals**") and the Company, pursuant to which the Company would agree to become a Guarantor (as defined in the Credit Facility Agreement) and to be bound by the terms of a credit facility agreement (the "**Credit Facility Agreement**") dated 28 September 1998 between, *inter alia*, Future Rentals, CIBC and Nomura International plc ("**Nomura**") as a Guarantor, whereby a Guarantor guarantees to each Finance Party performance by each Borrower of its obligations under the Finance Documents (where "**Finance Party**", "**Borrower**" and "**Finance Documents**" have the meaning given to them in the Credit Facility Agreement);
  - 1.2 a guarantor accession agreement to be dated on or about the date hereof (the "**Mezzanine Guarantor Accession Agreement**") between Future Rentals and the Company, pursuant to which the Company would agree to become a Guarantor (as defined in the Mezzanine Facility Agreement) and to be bound by the terms of a mezzanine facility agreement (the "**Mezzanine Facility Agreement**") dated 29 September 1998 between, *inter alia*, Future Rentals, CIBC and Nomura (as defined below) as a Guarantor, whereby a Guarantor guarantees to each Finance Party the performance by Future Rentals of all its obligations under the Finance Documents (where "**Finance Party**" and "**Finance Documents**" have the meaning given to them in the Mezzanine Facility Agreement);
  - 1.3 a company debenture (the "**Debenture**") in the form of a floating charge of all the assets of the Company, to be entered into between the Company as Chargor and CIBC Wood Gundy plc ("**CIBC**") as Security Agent to be dated on or about the date hereof, pursuant to which the Company will give security for its obligations pursuant to the Credit Facility Agreement the Mezzanine Facility Agreement and the Intercreditor Agreement (as defined below);
  - 1.4 an intercreditor agreement (the "**Intercreditor Agreement**") dated 30 September 1998 entered into between, *inter alia*, Future Rentals as Borrower and Guarantor, Rental Holdings Company Limited as Parent, Nomura as Subordinated Creditor, CIBC and Nomura as Original Mezzanine Creditors and CIBC as Original Senior Creditor,

Mezzanine Agent, Senior Agent and Security Agent and to be acceded to by the Company as Guarantor pursuant to the Deed of Accession (as defined below);

- 1.5 a deed of accession (the "**Deed of Accession**") pursuant to which the Company would agree to become a New Obligor (as defined in the Intercreditor Agreement) and to be bound by the terms of the same;
- 1.6 an intercompany loan agreement (the "**Inter-Company Loan Agreement**") to be entered into between the Borrowers (which would include the Company) and the Lenders (which would include the Company) where the Borrowers and Lenders are defined therein.

**THORN LIMITED**

**(the "Company")**

**Schedule 2 to the Statutory Declaration**

**dated 7 December 1998**

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1. By executing the Senior Guarantor Accession Agreement, the Company:-
  - 1.1 agrees to become a Guarantor (as defined in the Credit Facility Agreement) in accordance with Clause 31.5 (*Additional Guarantors*) and to be bound by the terms of the Credit Facility Agreement as a Guarantor in accordance with, inter alia, Clause 19 of the Credit Facility Agreement; and
  - 1.2 confirms that the representations and warranties set out in Clause 20 of the Credit Facility Agreement (*Representations and Warranties*) (subject to the qualifications set out in Clause 20.23 (*Qualifications in Representations and Warranties*)) to be made by it on the date of the Senior Guarantor Accession Agreement are correct in relation to the Company, as if made with reference to the facts and circumstances then existing.
2. By acceding to the Credit Facility Agreement, the Company, as Guarantor, irrevocably and unconditionally:
  - 2.1 as principal obligor guarantees to each Finance Party prompt performance by each Borrower of all its obligations under the Finance Documents;
  - 2.2 undertakes with each Finance Party that whenever a Borrower does not pay any amount when due under or in connection with any Finance Document, the Company shall forthwith on demand by the Agent pay that amount as if it instead of the Borrower were expressed to be the principal obligor; and
  - 2.3 indemnifies each Finance Party on demand against any loss or liability suffered by it if any obligation guaranteed by the Company is or becomes unenforceable, invalid or illegal,

where "**Finance Party**", "**Finance Documents**", "**Borrower**", "**Agent**" and "**Guarantor**" have the meaning given to them in the Credit Facility Agreement.
3. By executing the Mezzanine Guarantor Accession Agreement, the Company:
  - 3.1 agrees to become a Guarantor (as defined in the Mezzanine Facility Agreement) in accordance with Clause 28.4 (*Additional Guarantors*) and to be bound by the terms of the Mezzanine Facility Agreement as a Guarantor in accordance with, inter alia, Clause 16 of the Mezzanine Facility Agreement; and

3.2 confirms that the representations and warranties set out in Clause 17 of the Mezzanine Facility Agreement (*Representations and Warranties*) (subject to the qualifications set out in Clause 17.23 (*Qualifications in Representations and Warranties*)) to be made by it on the date of the Mezzanine Guarantor Accession Agreement are correct in relation to the Company, as if made with reference to the facts and circumstances then existing.

4. By acceding to the Mezzanine Facility Agreement, the Company, as Guarantor, irrevocably and unconditionally:-

4.1 as principal obligor guarantees to each Finance Party prompt performance by Future Rentals of all its obligations under the Finance Documents;

4.2 undertakes with each Finance Party that whenever the Company does not pay any amount when due under or in connection with any Finance Document, it shall forthwith on demand by the Agent pay that amount as if the Company instead of Future Rentals were expressed to be the principal obligor; and

4.3 indemnifies each Finance Party on demand against any loss or liability suffered by it if any obligation guaranteed by the Company is or becomes unenforceable, invalid or illegal,

where "**Finance Party**", "**Finance Document**", "**Guarantor**" and "**Agent**" have the meaning given to them in the Mezzanine Facility Agreement.

5. By executing the Debenture, the Company:-

5.1 with full title guarantee and as beneficial owner and as security for the payment of all the Secured Liabilities, charges in favour of CIBC by way of a first floating charge the whole of its undertaking and all its property and assets;

5.2 undertakes not to:

(a) create or permit to subsist any Security Interest on any Security Asset other than any Permitted Security Interest which does not prevent the Debenture from constituting a first ranking floating charge with respect to the whole of the Company's undertaking and all its property and assets; or

(b) save as permitted by clause 21.19 (*Disposals*) of the Credit Facility Agreement, sell, transfer, grant, or lease or otherwise dispose of any Security Asset, except for a disposal in the ordinary course of trade;

5.3 shall, at its own expense, take whatever action CIBC or a Receiver may reasonably require for:

(a) perfecting or protecting the security intended to be created by the Debenture over any Security Asset;

- (b) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by CIBC or any Receiver or any of its or their delegates or sub-delegates in respect of any Security Asset,

including the execution of any transfer, conveyance, assignment or assurance of any property whether to CIBC or to its nominees, and the giving of any notice, order or direction and the making of any registration, which, in any such case, CIBC may reasonably consider expedient,

where "**Secured Liabilities**", "**Security Asset**" and "**Receiver**" have the meaning given to them in the Debenture, and where "**Security Interest**" and "**Permitted Security Interest**" have the meaning given to them in the Credit Facility Agreement.

6. By executing the Deed of Accession, the Company agrees to become a New Obligor (as defined in the Intercreditor Agreement) in accordance with Clause 26.3 of the Intercreditor Agreement and to be bound by the terms of the same as a New Obligor where each of the Obligors joins in the Intercreditor Agreement for the purpose of acknowledging the priorities, rights and obligations recorded in that Agreement and undertakes with each of the other parties thereto to observe the provisions of the Intercreditor Agreement at all times and not in any way to prejudice or affect the enforcement of such provisions or do or suffer anything which would be inconsistent with the terms of the Intercreditor Agreement.
7. By acceding to the Intercreditor Agreement the Company will agree to subordinate its rights to the repayment of monies due from the Borrowers, other than itself, pursuant to the Inter-Company Loan Agreement and to the ranking of priority between certain creditors of Future Rentals and its subsidiaries.

By executing the Inter-Company Loan Agreement, the Company will agree to make loan facilities available to the Borrowers, other than itself, in order to assist Future Rentals to comply with its payment obligations under the Credit Facility Agreement and the Mezzanine Facility Agreement (each amended, supplemented, novated or otherwise changed) or any arrangements entered into in substitution or in addition to the Credit Facility Agreement and the Mezzanine Facility Agreement and for the general corporate purposes of the Borrowers and the Group (as defined in the Credit Facility Agreement).



### SCHEDULE 3

An unlimited amount pursuant to the Inter-Company Loan Agreement (defined in Schedule 1).

PRIVATE AND CONFIDENTIAL

The Directors  
Thorn Limited  
124 Bridge Road  
Chertsey  
Surrey  
KT16 8LZ

7 December 1998

Dear Sirs

**REPORT OF THE AUDITORS TO THE DIRECTORS OF THORN LIMITED (THE  
"COMPANY")**

We have examined the attached statutory declaration of the directors dated 7 December 1998 in connection with the proposed financial assistance to be given by Thorn International Holdings Limited (a subsidiary of the Company) for the purchase of the entire issued share capital of Thorn Limited.

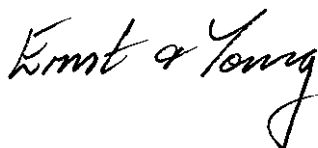
**BASIS OF OPINION**

We have enquired into the state of affairs of the Company so far as necessary for us 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 the attached 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



Ernst & Young

CONFIDENTIAL