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## COMPANIES FORM No. 155(6)a

**Declaration in relation to  
assistance for the acquisition  
of shares.**

# 155(6)a

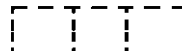
Pursuant to section 155(6) of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number



3295929

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

Name of company

\* Thorn Lighting Overseas Limited (the "Company")

\*Insert full name  
of company

\*/We† David Laybourn of 8 Swan Lane, Stock, Ingatestone, Essex CM4 9BQ and

†Insert name(s) and  
address(es) of all  
the directors

James Miller of 27 Fife Road, East Sheen, London SW14 7EJ and David

Roper of Widbrook House, Cookham, Berkshire SL6 9RD

§Delete as  
appropriate~~[the sole director]~~ [all the directors]§ of the above company do solemnly and sincerely declare that:

The business of the company is:

†Delete whichever  
is inappropriate~~(a) that of a recognised bank (licensed institution) within the meaning of the Banking Act 1979†~~~~(b) that of a person authorised under section 8 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] Thorn Lighting Group

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: 193,603,084 ordinary  
shares of 10p eachPresenter's name, address and  
reference (if any):  
Clifford Chance  
200 Aldersgate Street  
London  
EC1A 4JJ  
JSJ/W901/1184  
Doc No. 239305

For official use

General Section

Post room



The assistance is to be given to: (note 2) \_\_\_\_\_  
TLG Holdings plc, 39 Victoria Street, London SW1H 0EE (company no. 3588036)  
\_\_\_\_\_  
\_\_\_\_\_

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legibly, preferably  
in black type, or  
bold block  
lettering

The assistance will take the form of:

See Schedule 1

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

TLG Holdings plc, 39 Victoria Street, London, SW1H 0EE (company no.  
3588036)

\*Delete as  
appropriate

The principal terms on which assistance will be given are:

See Schedule 2

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

The date on which the assistance is to be given is within 8 weeks of the date hereof 19 \_\_\_\_\_

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legibly, preferably  
in black type, or  
bold block lettering

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

I/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) [I/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 I/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 39, Victoria Street  
London

the 3rd day of March

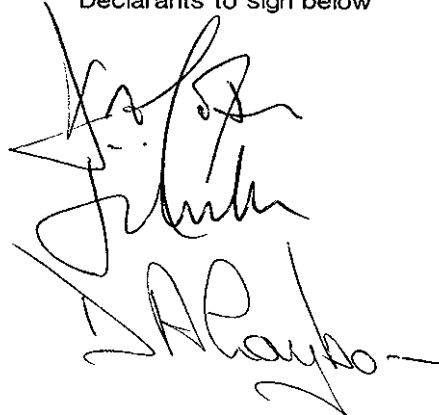
One thousand nine hundred and ninety nine

before me A. McEnderick

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

OLIVIA MCENDERICK  
Hubberts & Bunn

Declarants to sign below



## 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.

**Financial Assistance Declaration (Section 155(6)a)**

**Thorn Lighting Overseas Limited**

**Schedule 1 to the Statutory Declaration dated 3 March 1999**

**The form of the assistance**

1. The execution, delivery and performance by the Company of its obligations under:
  - 1.1 the third guarantee and debenture (the **"Third Debenture"**) (to be dated on or about the date hereof) made in favour of Chase Manhattan International Limited as security trustee (the **"Security Trustee"**) for the Beneficiaries (as defined in the Third Debenture pursuant to which the Company will guarantee the obligations of any other Company (as defined in the Third Debenture), including TLG Holdings plc) under, inter alia, a facilities agreement dated 10 September 1998, as amended and restated on 17 September 1998 and as further amended and restated on 13 January 1999 (the **"Facilities Agreement"**) made between TLG Holdings (as Principal Borrower), the other companies listed in Schedule XIII thereto (as Borrowers), Chase Manhattan plc (as Lead Arranger), The Bank of Nova Scotia, Greenwich NatWest Limited and The Governor and Company of the Bank of Scotland (as Arrangers), National Westminster Bank Plc, Scotiabank Europe plc, The Chase Manhattan Bank and The Governor and Company of The Bank of Scotland (as Underwriters), The Chase Manhattan Bank (as Issuing Bank), Chase Manhattan International Limited (as Agent) and Chase Manhattan International Limited (as Security Trustee) and provide security for such guarantee;
  - 1.2 a share pledge (the **"Share Pledge"**) to be entered into between Thorn Lighting Overseas Limited, Chase Manhattan International Limited as security trustee (the **"Security Trustee"**) and Thorn Lighting International Holdings B.V. pursuant to which the Company will pledge its shares in Thorn Lighting International Holdings BV as security for, inter alia, the Secured Sums (as defined in the Third Debenture);
  - 1.3 a first inter-company loan agreement (the **"First Inter-Company Loan Agreement"**) (to be dated on or about the date hereof) between the Company, Thorn Lighting Group Limited, Thorn Lighting International Limited, Thorn Lighting Limited and Atlas International Limited as lenders and TLG Holdings plc as borrower; and
  - 1.4 a second inter-company loan agreement (the **"Second Inter-Company Loan Agreement"**) (to be dated on or about the date hereof) between the Company, Thorn Lighting International Limited, Thorn Lighting Limited and Atlas International Limited as lenders and Thorn Lighting Group Limited as borrower.

**Financial Assistance Declaration (Section 155(6)a)**

**Thorn Lighting Overseas Limited**

**Schedule 2 to the Statutory Declaration dated 3 March 1999**

**The principal terms on which assistance will be given**

1. By executing the Third Debenture the Company:
    - 1.1 covenants that it will on demand in writing made to it by the Security Trustee or the relevant Beneficiary subject to clause 2.5 (*Third Parties*) of the Third Debenture pay or discharge to the Security Trustee all money and liabilities now or in the future due, owing or incurred by it
      - 1.1.1 under or pursuant to the Senior Finance Documents:
        - (a) to Chase Manhattan International Limited; and
        - (b) to each Beneficiary; and
      - 1.1.2 to each Bank under or pursuant to the Foreign Exchange Facilities;
    - 1.2 covenants and guarantees that it will on demand in writing made to it by the Security Trustee or the relevant Beneficiary subject to clause 2.5 (*Third Parties*) of the Third Debenture pay or discharge to the Security Trustee all money and liabilities now or in the future due, owing or incurred by any other Company:
      - (i) under or pursuant to the Senior Finance Documents:
        - (a) to Chase Manhattan International Limited; and
        - (b) to each Beneficiary; and
      - (ii) to each Bank under or pursuant to the Foreign Exchange Facilities; and
- in each case whether on or after such demand, whether actually or contingently, whether solely or jointly with any other person, whether as principal or surety and whether or not the relevant Beneficiary was an original party to the relevant transaction and so that interest shall be computed and compounded in accordance with the Senior Finance Documents (and, where appropriate, the terms of the Foreign Exchange Facilities) and clause 21.3 (*Overdue Amounts*) of the Third Debenture (after as well as before any demand or judgment);
- 1.3 agrees as a separate and primary obligation to indemnify the Beneficiaries on demand in writing made to it by the Security Trustee or the relevant Beneficiary for and against any loss, cost, expense or liability of any kind incurred as a result of any of the obligations guaranteed by the Company under the Third Debenture being or becoming void, unenforceable or ineffective against the Principal for any reason whatsoever

whether known to the Beneficiary or not and for all other amounts expressed to be guaranteed but which are not recovered from the Company on the footing of a Guarantee or for any reason whatsoever;

1.4 with full title guarantee charges to the Security Trustee with the payment or discharge of all Secured Sums:

- (a) by way of first legal mortgage, all freehold and leasehold Land in England and Wales now vested in the Company and registered at H.M. Land Registry, (including but not limited to the interests of the Company in the Land described in Part I of the Third Schedule to the Third Debenture);
- (b) by way of first legal mortgage, all other freehold and leasehold Land in England and Wales now vested in the Company and not registered at H.M. Land Registry, (including but not limited to the interests of the Company in the Land described in Part II of the Third Schedule to the Third Debenture);
- (c) by way of first fixed charge, all Land now being or in the future becoming the property of the Company (except Land charged under the provisions of clause 3.1(a) or (b) of the Third Debenture);
- (d) by way of first fixed charge, all interests in Land or the proceeds of sale of Land now or in the future belonging to the Company which have not already been charged under the provisions of clause 3.1(a), (b), or (c) of the Third Debenture and all licences now or in the future held by the Company to enter upon, use or exploit Land and the benefit of all options, easements, agreements for lease and other agreements relating to the acquisition, use, exploitation or disposal of Land to which the Company is or may in the future become entitled;
- (e) by way of first fixed charge, all plant and machinery of the Company now or in the future attached to any Land which, or an interest in which, is charged under the provisions of clause 3.1(a), (b), (c) or (d) of the Third Debenture and all rights and interests of the Company under all present and future agreements for the purchase maintenance or use of plant and machinery so attached;
- (f) by way of first fixed charge, all rental and other income and all debts and claims now or in the future owing to the Company under or in connection with any lease, agreement or licence relating to Land;
- (g) by way of first fixed charge, all Securities belonging to the Company;
- (h) by way of first fixed charge, all contracts and policies of insurance and assurance now or in the future held by or otherwise benefiting the Company and all rights and interests of the Company in every such contract and policy (including the benefit of all claims arising and all money payable under such contracts and policies);

- (i) by way of first fixed charge, all the goodwill and uncalled capital for the time being of the Company;
- (j) (subject to any necessary third party consents being obtained) by way of first fixed charge, all Intellectual Property Rights of the Company capable of being validly charged by way of fixed charge;
- (k) by way of first fixed charge, all book and other debts now or in the future owing to the Company and all rights and claims of the Company against third parties, present and future, capable of being satisfied by the payment of money (except rights and claims effectively charged under the provisions of clause 3.1(a) to (j) of the Third Debenture);
- (l) by way of first fixed charge, the benefit of all negotiable instruments, guarantees, bonds, debentures, legal or equitable charges and all other security, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all other rights and remedies now or in the future available to the Company as security for any Receivable or for the performance by any third party of any obligation now or in the future owed to the Company;
- (m) by way of first fixed charge, all money at any time standing to the credit of any Collection Account relating to the Company, including the proceeds of all Receivables of the Company, which proceeds shall, for the avoidance of doubt, on payment into such Collection Account cease to be subject to the charges contained in the provisions of clause 3.1(a) to (l) of the Third Debenture but shall be subject to the fixed charge contained in paragraph 3.1(m) of the Third Debenture;
- (n) by way of first fixed charge, all money at any time standing to the credit of any Realisation Account;
- (o) by way of first fixed charge, all money at any time standing to the credit of any other bank account relating to the Company;
- (p) by way of floating charge:
  - (i) all Assets now or in the future owned by the Company except to the extent that such Assets are for the time being effectively charged by any fixed charge contained in the provisions of clause 3.1 of the Third Debenture, including any Assets comprised within a charge which is reconverted under clause 3.7 (*Decrystallisation of Floating Charge*) of the Third Debenture; and
  - (ii) without exception all Assets insofar as they are for the time being situated in Scotland;

but in each case so that the Company shall not create any Encumbrance over any Floating Charge Asset (whether having priority over, or ranking pari

passu with or subject to, floating charge) or take any other step referred to in clause 6.1 (*Negative Pledge and other Restrictions*) of the Third Debenture with respect to any Floating Charge Asset and the Company shall not, without the prior written consent of the Security Trustee, sell, transfer, part with or dispose of any Floating Charge Asset save as permitted by clause 15.4 (*Restriction on Disposals*) of the Facilities Agreement;

1.5 with full title guarantee assigns and agrees to assign (insofar as they are capable of being assigned by way of security and subject to any necessary third party consents being obtained) to the Security Trustee as continuing security for the payment, discharge and performance of the Secured Sums;

- (a) all claims of the Company against all persons who are now or in the future the lessees, sub-lessees or licensees of its Land and all guarantors and sureties for the obligations of such persons;
- (b) the benefit of all guarantees, warranties and representations given or made to the Company by, and any rights or remedies against, all or any of the manufacturers, suppliers or installers of any fixtures now or in the future attached to such Land;
- (c) the benefit of all rights and claims to which the Company is now or in the future entitled under any agreement for lease, agreements for sale, contracts, options or undertakings relating to any estate, right or interest in or over such Land;
- (d) all rights and claims to which the Company is now or in the future entitled against any builder, contractor or professional adviser engaged in relation to such Land or property development or works, including, without limitation, under any collateral warranty or similar agreement; and
- (e) the benefit of all rights and claims to which the Company is now or in the future entitled under or in respect of any joint venture, partnership or similar arrangement or agreement;

provided that until the security constituted by the Third Debenture becomes enforceable in accordance with the terms of the Third Debenture the Company is entitled to exercise all rights assigned under clause 3.2 of the Third Debenture subject to the terms of the Senior Finance Documents and the Security Trustee will reassign any such rights to the extent necessary to enable it to do so;

1.6 covenants that, without the prior written consent of the Security Trustee (and save for the Company's rights in respect of Permitted Encumbrances and the terms of clause 15.4 (*Restriction on Disposals*) of the Facilities Agreement) it shall not:

- (a) create, or agree or attempt to create, or permit to subsist, any Encumbrance (including any security conferring power to convert a floating charge into a fixed charge in relation to any of its Assets) or any trust over any of its Assets



or permit any lien (other than a lien arising by operation of law in the ordinary course of its business) to arise or subsist over any of its Assets;

- (b) sell, assign, lease, license or sub-license, or grant any interest in, its Land, Securities, Receivables or Intellectual Property Rights, or purport to do any such act, or part with possession or ownership of them, or allow any third party access to them or the right to use a copy of any such Intellectual Property Rights; or

(where "Assets", "Banks", "Beneficiaries", "Chargors", "Collection Account", "Encumbrance", "Facilities Agreement", "Floating Charge Assets", "Foreign Exchange Facilities", "Guarantee", "Intellectual Property Rights", "Land", "Permitted Encumbrance", "Principal", "Realisation Account", "Receivables", "Secured Sums", "Securities", "Security Trustee" and "Senior Finance Documents" have the meaning given to them in the Third Debenture).

- 2. The Third Debenture contains a covenant for further assurance and shall remain in full force and effect notwithstanding any amendments, variations or novations from time to time of the Senior Finance Documents or any assignment, transfer, or novation of the rights and obligations of any Beneficiary or the Security Trustee
- 3. By executing the Share Pledge the Company:
  - 3.1 irrevocably and unconditionally undertakes to pay Chase amounts equal to and in the currency of the Principal Obligations from time to time due in accordance with the terms and conditions of the Principal Obligations;
  - 3.2 in order to secure and provide for the payment and discharge of the Secured Obligations pledges for the duration of the Security Period to the Pledgee by way of a first priority right of pledge, free of all encumbrances and attachments, all of the Shares.

(Defined terms in 3.1 and 3.2 shall have the same meaning as given to them in the Share Pledge)

- 4. By executing the First Inter-Company Loan Agreement;
  - 4.1 the Company will agree to make loan facilities available to TLG Holdings plc in a maximum aggregate amount of £250,000,000 to enable TLG Holdings plc to repay borrowings by it under the Facilities Agreement and to reduce liabilities incurred by it for the purpose of the acquisition of the holding company of the Company; and
  - 4.2 TLG Holdings plc will agree to:
    - 4.2.1 pay interest on the amount of an Advance outstanding at the rate per annum which is the sum of the Margin and the Applicable Rate and shall be calculated on the basis of a 365 day year and the number of days elapsed; and

- 4.2.2 repay each Advance upon the demand of the Lenders at any time or as otherwise agreed by the Lender making the relevant Advance and TLG Holdings.

(Defined terms in 4.1 and 4.2 shall have the same meaning as given to them in the First Inter-Company Loan Agreement)

5. By executing the Second Inter-Company Loan Agreement:

- 5.1 The Company will agree to make loan facilities available to Thorn Lighting Group Limited ("TLGL") in a maximum aggregate amount of £250,000,000 to enable TLGL to assist TLG Holdings to repay borrowings by it under the Facilities Agreement and to reduce liabilities incurred by it for the purpose of the acquisition of TLGL; and

5.2 TLGL will agree to:

- 5.2.1 pay interest on the amount of an Advance outstanding at the rate per annum which is the sum of the Margin and the Applicable Rate and shall be calculated on the basis of a 365 day year and the number of days elapsed; and
- 5.2.2 repay each Advance upon the demand of the Lenders at any time or as otherwise agreed by the Lender making the relevant Advance and TLGL.

(Defined terms in 5.1 and 5.2 shall have the same meaning as given to them in the Second Inter-Company Loan Agreement).

**Financial Assistance Declaration (Section 155(6)a)**

**Thorn Lighting Overseas Limited**

**Schedule 3 to the Statutory Declaration dated 3 March 1999**

**Amount of cash to be transferred to person assisted**

1. The Company has a contingent liability under:
  - 1.1 the First Inter-Company Loan Agreement referred to in paragraph 1.3 of Schedule 1 to make Advances up to £250,000,000 subject to the conditions contained therein. Such Advances will be used by TLG Holdings plc to comply with its payment obligations under the Facilities Agreement referred to in paragraph 1.1 of Schedule 1. At present, it is not envisaged that Advances will be made.

(The term "Advances" used above has the meaning ascribed thereto in the First Inter-Company Loan Agreement)

- 1.2 the Second Inter-Company Loan Agreement referred to in paragraph 1.4 of Schedule 1 to make Advances up to £250,000,000 subject to the conditions contained therein. Such Advances will be used by TLGL to enable TLGL to assist TLG Holdings to comply with its payment obligations under the Facilities Agreement referred to in paragraph 1.1 of Schedule 1. At present, it is not envisaged that Advances will be made.

(The term "Advances" used above has the meaning ascribed thereto in the Second Inter-Company Loan Agreement)



## AUDITORS' REPORT TO THE DIRECTORS OF THORN LIGHTING OVERSEAS LIMITED ("THE COMPANY") PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985

We have examined the attached statutory declaration of the directors dated 3 March 1999 in connection with the proposal that the Company should give financial assistance for the purchase of 193,603,084 of Thorn Lighting Group Limited's ordinary shares.

### 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.

*Deloitte & Touche*

Deloitte & Touche  
Registered Auditors  
3 March 1999



The Directors  
Chase Manhattan International Limited  
(for itself and as Agent and Security Trustee on behalf of the Finance Parties)  
125 London Wall  
London  
EC2Y 5AU

**REPORT BY THE AUDITORS OF THORN LIGHTING OVERSEAS LIMITED  
("THE COMPANY") TO CHASE MANHATTAN INTERNATIONAL LIMITED  
(FOR ITSELF AND AS AGENT AND SECURITY TRUSTEE ON BEHALF OF THE  
FINANCE PARTIES) ("THE BANK")**

In accordance with your instructions dated 1 March 1999, this report is given in connection with the proposed arrangement whereby the Company will give financial assistance for the purchase of shares in Thorn Lighting Group Limited, particulars of which are given in the statutory declaration made this day by the directors pursuant to section 155(6) of the Companies Act 1985 ("the Act").

The purpose of this report is solely to assist the Bank in considering whether the proposed arrangement is permitted under section 155(2) of the Act and it is not intended to be used, quoted or referred to for any other purpose.

We have examined the Board Memorandum dated 3 March 1999 (a copy of which is attached and initialled by us for the purpose of identification) for which the directors are solely responsible and have enquired into the Company's state of affairs so far as necessary for us to review the bases for the Board Memorandum. Our enquiry did not constitute an audit under the provisions of the Companies Act 1985.

We confirm that as at the close of business on 31 December 1998 the aggregate of the Company's assets as stated in its accounting records exceeded the aggregate of its liabilities as so stated.

We are not aware of anything to indicate that the opinion expressed in paragraph 2 of the Board Memorandum is unreasonable in all the circumstances.

Yours faithfully

*Deloitte & Touche*

Deloitte & Touche  
Chartered Accountants  
3 March 1999

From: Thorn Lighting Overseas Limited

## MEMORANDUM

This Memorandum is given in connection with the proposal arrangements whereby the Company will give financial assistance for the acquisition of Thorn Lighting Group Limited's shares, particulars of which are given in the statutory declaration made by the directors this day pursuant to section 155(6) of the Companies Act 1985 (the "Act")

1. As at the close of business on 31 December 1998 the aggregate of the Company's assets as stated in its accounting records exceeded the aggregate of its liabilities as so stated.
2. Based on the Company's knowledge of events since that date and of the likely course of the Company's business and having received advice from its financial advisers, the Company has formed the opinion that to the best of its knowledge and belief the aggregate of the Company's assets will exceed the aggregate of its liabilities immediately before the proposed financial assistance is given and

EITHER that the giving of such financial assistance will not reduce the net assets of the Company

OR that the amount by which the giving of such financial assistance will reduce the net assets of the Company will not exceed the distributable profits of the Company as determined on the basis of its last annual accounts made up to 31 December 1998 (and after taking account of distributions since that date).

SIGNED ON BEHALF OF THE COMPANY:

  
DATED: 3 March 1999