

# Declaration in relation to assistance for the acquisition of shares

# 155(6)a

CHFP025

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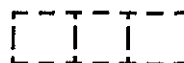
Pursuant to section 155(6) of the Companies Act 1985

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



4718834

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

Name of company

\* REFLEX AUDIO VISUAL LIMITED

\* insert full name  
of company

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

~~We~~ ANDREW BRYMER OF 40 ST PATRICKS AVENUE, CHARVIL, READING, RG10 9RA,  
ROLAND DREESDEN OF 22 WESSEX GARDENS, TWYFORD, READING, RG10 0AY AND  
WILLIAM JEPPE OF 17 SWALLOWS CROFT, READING, RG1 6EH

† delete as  
appropriate

~~XXXXXX~~ [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 company as defined in the meaning of the Banking Act 1978~~

~~(b) that of a person as defined in section 736 of the Companies Act 1985~~

~~in the business of the company~~

(c) something other than the above§

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

[company] ~~XXXXXX~~The assistance is for the purpose of [that acquisition] ~~XXXXXX~~

The number and class of the shares acquired or to be acquired is: 45,000 "A" ORDINARY

SHARES OF £1 EACH AND 4,500 "B" NON-VOTING ORDINARY SHARES OF £1 EACH

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

Field Seymour Parkes  
The Old Coroner's Court, 1  
London Street, PO Box 174,  
Reading, Berkshire, RG1 4QW

DX 4001 Reading 1  
4/PW/37390/001 #255095.V1

For official Use  
General Section

Post room



A10  
COMPANIES HOUSE

0691  
24/08/05

The assistance is to be given to: (note 2) FIELDSEC 321 LIMITED

REGISTERED OFFICE: 1 BENNET COURT, BENNET ROAD, READING, RG2 0QZ

Please do not  
write in this  
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Please complete  
legibly, prefer  
in black type, or  
bold block  
lettering

The assistance will take the form of:

PLEASE SEE SCHEDULE 1

The person who ~~has acquired~~ <sup>XXXXXXXXXX</sup> will acquire† the shares is:

† delete as  
appropriate

FIELDSEC 321 LIMITED

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

PLEASE SEE SCHEDULE 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 29 JULY 2005

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) ~~X~~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 ~~X~~ 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 FIELD SUMMOVAL PARKES, THE OLD  
CROWN COURT, READING

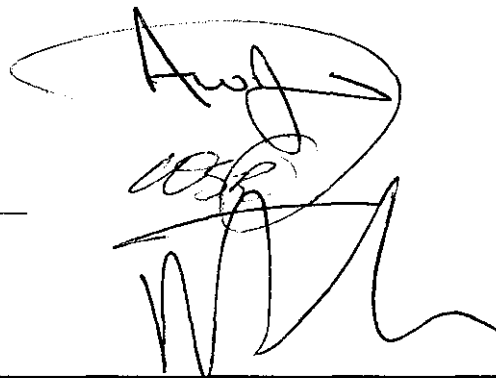
Declarants to sign below

on 

Day	Month	Year
29	07	2005

before me  JOHN EVANS

~~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

**REFLEX AUDIO VISUAL LIMITED**  
**SCHEDULE 1 (to Form 155(6)a)**  
**THE FORM OF THE FINANCIAL ASSISTANCE**

1. Definitions

If not otherwise defined in these schedules 1 and 2 the following expressions have the following meanings:-

"Amendment Letter"	means the amendment letter in respect of the Facility Letter from the Bank dated 29 July 2005
"Accession Agreement"	means the accession agreement to be entered into by the Company (as agent for itself and Reflex pursuant to the Bank Guarantee) and the Purchaser in favour of the Bank in respect of the Bank Guarantee
"Acquisition"	means the acquisition of the entire issued share capital of the Company by the Purchaser
"Bank"	means the Governor and the Company of the Bank of Scotland
"Bank Facility"	means the term loan made available by the Bank to the Company under the Facility Letter
"Bank Guarantee"	means the corporate guarantee dated 22 April 2003 between the Company (1), Claimgrange Limited (2), Reflex (3) and the Bank (4) to secure the liabilities of the Company, Claimgrange Limited and Reflex to the Bank
"Company"	means Reflex Audio Visual Limited (company number 4718834) whose registered office is at 1 Bennet Court, Bennet Road, Reading RG2 0QZ
"Facility Letter"	means the facility letter in respect of the Bank Facility from the Bank dated 14 April 2003 and accepted by the Company on 22 April 2003
"Finance Agreements"	means the Accession Agreement and the Amendment Letter
"Purchaser"	means Fieldsec 321 Limited (company number 05467449) whose registered office is at 1 Bennet Court, Bennet Road, Reading RG2 0QZ
"Reflex"	means Reflex Limited (company number 3131814) whose registered office is at 1 Bennet Court Bennet Road Reading RG2 0QX

2. The Form of the Financial Assistance

- 2.1 The Purchaser proposes to acquire the entire issued share capital of the Company. The Bank has agreed to continue to make the Bank Facility available to the Purchaser and the Company after the Acquisition. It is a condition to the continued availability of the Bank Facility that the Company enters into the Amendment Letter

and the Purchaser and the Company (as agent for itself and Reflex) enter into the Accession Agreement.

- 2.2 The grant to the Company of and the assumption by the Company of liabilities and obligations under each of the Finance Agreements in accordance with and subject to the terms of each document constitutes the financial assistance ("the Financial Assistance").

This is schedule 1 referred to in the Form 155(6)a as declared by the Directors of Reflex Audio Visual Limited on 29 July 2005.

**REFLEX AUDIO VISUAL LIMITED**  
**STATUTORY DECLARATION**  
**SCHEDULE 2 (to Form 155(6)a)**  
**THE PRINCIPAL TERMS OF FINANCIAL ASSISTANCE**

Principal terms on which assistance will be given

A. The Amendment Letter

The principle terms of the Amendment Letter are that as consideration for the Bank agreeing to the sale of the shares in the Company to the Purchaser the Company agrees to the Bank taking additional security, the giving of additional warranties, representations and covenants and the joining of the Purchaser as a Borrower under the Facility Letter

B. The Accession Agreement

1. The principal terms of the Accession Agreement are that:

- as consideration for the Bank agreeing to the accession of the Purchaser to the Bank Guarantee, the Purchaser agrees to be bound by the terms of the Bank Guarantee and to perform all its obligations as if it were a Participant (as defined in the Bank Guarantee) from the date on which the Accession Agreement becomes effective; and
- the Company (as agent for itself and Reflex) agrees to the accession of the Purchaser to the Bank Guarantee.

2. The principal terms of the Bank Guarantee are that:

- the Bank Guarantee is given to the Bank;
- the Bank Guarantee is unlimited;
- under the Bank Guarantee, each Participant guarantees the discharge on demand of the Secured Liabilities as defined in clause 19.13 of the Bank Guarantee by the Participant (as defined in the Bank Guarantee) to the Bank;
- under the Bank Guarantee any amount not recoverable on the basis of a guarantee is nevertheless recoverable from the Company as principal debtor by way of indemnity;
- the Bank Guarantee is a continuing security;
- under the Bank Guarantee, the Company agrees that it shall not be entitled to take the benefit of any security held by the Bank in respect of the group's obligations and not to prove against any member of the group in competition with the Bank

This is schedule 2 referred to in the Form 155(6)a as declared by the Directors of Reflex Audio Visual Limited on 29 July 2005.

To: The Directors  
Reflex Audio Visual Limited  
1 Bennet Court  
Reading  
Berkshire  
RG2 0QX



HURST MORRISON THOMSON

5 Fairmile Henley-on-Thames  
Oxfordshire RG9 2JR

telephone: 01491 579866

facsimile: 01491 573397

email: hmt@hmtgroup.co.uk

www.hmtgroup.com

**AUDITORS' REPORT TO THE DIRECTORS  
OF REFLEX AUDIO VISUAL LIMITED  
(THE "COMPANY")**

**PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985**

We have examined the attached statutory declaration of the directors dated *29 July* 2005 in connection with the proposal that the Company should give financial assistance particulars of which are given in the statutory declaration.

**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 the statutory declaration as to any of the matters mentioned in section 156(2) of the Companies Act 1985 is unreasonable in all of the circumstances.

Yours faithfully

Hurst Morrison Thomson LLP

*29 July* 2005