

**COMPANIES FORM No. 155(6)b** 

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



Please do not write in this margin

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

le in To the Registrar of Companies

For official use	Company number
	53626

legibly, preferably in black type, or	(Address overleaf - Note 5)		53626
bold block lettering	Name of company		
Note Please read the notes on page 3 before completing this form.	* IPC MAGAZINES LIMITED		
* insert full name of company	*/We Please see Attachment 1		
insert name(s) and address(es) of all the directors			
† delete as appropriate	[thexaglexalization] [all the directors]† of solemnly and sincerely declare that:	the above company (hereinaf	ter called 'this company') do
§ delete whichever is inappropriate	The business of this company is:		
is mapping that	@CTGIxtxxxxprixhosdcoedtxtoxogninasmxantxnidtivxxtxncitutitenicbeenasik/slandctxbeciogoosalxaxtoxial		
	(b):xthatkof/experson/authorised/under/sed	ism:30:xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	mpanies:Act: 1982 to xoarny con
	obgai: Assantent entre entreut son anno an	xo§	
	(c) something other than the above\$		
	This company is [the] [5a] holding company of	* <u>IPC Magazines (Overs</u>	
	The state of the s	and the state of t	which is
	proposing to give financial assistance in co	·	
	in {this xoompany} [ International Pub		
		the holdir	ng company of this company.]†

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

Ashurst Morris Crisp Broadwalk House 5 Appold Street LONDON EC2A 2HA London / City JXE/1295233

For official Use **General Section** 



COMPANIES HOUSE 02/09/99

Page 1

40

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 note write in this s
The number and class of the shares acquired or to be acquired is: Please see Attachment 2	Please complete legibly, preferably in black type, or bold block lettering
The assistance is to be given to: (note 2) IPC Magazines (UK) Limited (Company	
Number 3483202) whose registered office is at Kings' Bench Tower, Stamford	
Street, London SE1 9LS	
The assistance will take the form of:	
Please see Attachment 3	
The person who [has acquired] [with acquired] the shares is:  IPC Magazines (UK) Limited	t delete as appropriate
The principal terms on which the assistance will be given are:	
Please 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 isNil	
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	Page 2

Please do not	
write in this	
marain	

The date on which the assistance is to be given is the date hereof or within 8 weeks

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 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) (a/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)

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 KILLIAS REACH TRINE

R Corroy of

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SBaulia

A Tarrer

C Reines Emin Free stice of rred on

M Madrica

5 The address for companies registered in England and Wales or Wales is:-

2

3

4

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

#### Attachment 1 - Form G155(6)b

Michael Matthew of Rodwell Manor, West Lambrook, South Pemberton, Somerset TA13 5HA, William Aley of Grove Cottage, Woodham Walter, Maldon, Essex CM9 6RX, Colin Reeves-Smith of 3 Purley Knoll, Purley, Surrey CR8 3AF, Thomas Arculus of Berry Leas, 35 Duck Street, Elton, Peterborough, Cambs PE8 6RQ, Sylvia Auton of 63 Meadway, London N14 6NJ, Sylvia Bailey of 5 Blyth's Wharf, Narrow Street, Limehouse, London E14 8DQ, Rene Carayol of 3 Victoria Rise, Hillgrove Road, Swiss Cottage, London NW6 4TH, Linda Lancaster-Gaye of 32 Dundee Court, 73 Wapping High Street, London E1 9YG, Andrew McDuff of 26 Clifton Road, Winchester, Hampshire SO22 5BU, David Stam of 42 Tormead Road, Guildford, Surrey GU1 2JB, Arthur Tanner of 26 Vancouver Road, Forest Hill, London SE23 2AF.

#### Attachment 2 - Form 155(6)b

183,831,523 ordinary shares of 25 pence each

#### Attachment 3 - Form 155(6)b

The execution and delivery by Subco in connection with:-

- 1. a senior facilities agreement (as the same has been and may be amended, varied or supplemented from time to time) (the "Senior Facilities Agreement") dated 5 January 1998 and entered into between, inter alia, IPC Magazines (UK) Limited, Goldman Sachs International as Arranger and Syndication Agent and Goldman Sachs Credit Partners, L.P. as Original Bank (all defined terms as defined in the Senior Facilities Agreement) and containing a guarantee pursuant to which, inter alia, Subco has guaranteed payment when due of all sums from time to time payable by each other Obligor (as defined therein); and
- 2. a debenture (as the same has been and may be amended, varied or supplemented from time to time) (the "Debenture") dated 19<sup>th</sup> January 1998 entered into between, inter alia, Subco and the Security Agent pursuant to which Subco covenanted to pay and discharge the Secured Liabilities (as defined therein) on the due date and created fixed and floating charges over all its assets and undertakings by way of security for the Secured Liabilities;
- 3. a priority agreement (as the same has been and may be amended, varied or supplemented from time to time) (the "Priority Agreement") dated 5 January 1998 regulating the priority arrangements between, inter alia, the Senior Creditors, the Mezzanine Creditors and the Investors (each as defined therein),

#### of the following:

- (a) supplemental senior facility agreement between, inter alia, IPC Magazines (UK) Limited (as Borrower), the Guarantors, Goldman Sachs International as Arranger and Syndication Agent and Goldman Sachs Credit Partners, L.P. as Original Bank (as the same may be varied, amended and supplemented from time to time, the "Fourth Supplemental Senior Facility Agreement");
- (b) discount loan note instruments (as the same may be amended, varied, supplemented or restated, from time to time) entered into between IPC Finance Limited ("IPC Funding"), certain companies (including Subco) as guarantors and Intermediate Capital Group PLC (as noteholders' agent) together constituting senior subordinated A notes with an aggregate issue price of £43,000,000 (the "A Note Instruments");
- (c) discount loan note instruments (as the same may be amended, varied, supplemented or restated, from time to time) entered into between IPC Funding, certain companies (including Subco) as guarantors and Intermediate Capital Group PLC (as noteholders' agent) together constituting senior subordinated B notes with an aggregate issue price of €15,072,000 (the "B Note Instruments");
- (d) a Common Terms Deed (as the same may be amended, varied, supplemented or restated, from time to time) entered into between IPC Group Limited, IPC Funding,

certain companies (including Subco) as guarantors and Intermediate Capital Group PLC (as noteholders' agent) and the Original Noteholders (as defined therein) setting out certain terms and conditions common to all the A Note Instruments and the B Note Instruments (the "Common Terms Deed");

(together the A Note Instruments, the B Note Instruments and the Common Terms Deed are hereinafter referred to as the "Note Instruments");

- supplemental priority agreement (as the same may be amended, varied, supplemented or restated, from time to time) entered into between, inter alia, IPC Magazines (UK) Limited, Subco and Barclays Bank PLC (as facility agent) (the "Third Supplemental Priority Agreement");
- (f) debenture (as the same may be amended, varied, supplemented or restated, from time to time) entered into by, inter alia, Subco in favour of Barclays Bank PLC (as security agent) granting fixed and floating charges over all its assets (the "New Debenture"); and
- (g) Intra-group loan agreement (as the same may be amended, varied, supplemented or restated, from time to time) between, inter alia, IPC Funding and IPC Magazines (UK) Limited and Subco (the "Intra-Group Loan Agreement").

#### Attachment 4 - Form 155(6)b

- (a) By executing the A Note Instruments, Subco will:
  - (i) irrevocably, unconditionally, jointly and severally:
    - (A) as principal Obligor, and not merely as surety, guarantee to each Finance Party (as defined in the A Note Instruments) prompt performance by each other Obligor of all its obligations under the Note Finance Documents (as defined in the A Note Instruments) and the payments when due of all sums from time to time payable by each other Obligor;
    - (B) undertake with each Finance Party (as defined in the A Note Instruments) that whenever IPC Funding does not pay any amount when due under or in connection with any Note Finance Document (as defined in the A Note Instruments), that it shall forthwith on demand by the Noteholders' Agent pay that amount as if it instead of IPC Funding were expressed to be the principal Obligor; and
    - (C) indemnify each Finance Party (as defined in the A Note Instruments) on demand against any loss or liability suffered by such Finance Party if any obligation guaranteed by Subco is or becomes unenforceable, invalid or illegal;
  - (ii) agree that the obligations of Subco set out in the A Note Instruments will not be affected by any act, circumstance, omission, matter or thing which, but for this provision, would reduce, release or prejudice any of its obligations under the A Note Instruments or prejudice or diminish those obligations in whole or in part, including without limitation (whether or not known to it or any other party to the A Note Instruments):
    - (A) any time, indulgence or waiver granted to, or composition with, any Obligor or other person;
    - (B) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights or remedies against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
    - (C) any legal limitation, disability, incapacity or lack of powers, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person;



- (D) any variation (however fundamental and whether or not involving an increase in liability of any Obligor) or replacement of a Note Finance Document (as defined in the A Note Instruments) or any other document or security so that references to that Note Finance Document in the A Note Instruments shall include each variation or replacement;
- (E) any unenforceability, illegality, invalidity or frustration of any obligation of any person under any Note Finance Document (as defined in the A Note Instruments) or any other document or security or any failure of any Obligor or proposed Obligor to become bound by the terms of any Note Finance Document (as defined in the A Note Instruments);
- (F) any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation of any Obligor under a Note Finance Document (as defined in the A Note Instruments) resulting from any insolvency, liquidation or dissolution proceedings or from any law, regulation or order; and
- (G) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor or any member of the Group,

so that each such obligation shall, for the purposes of such obligations under the A Note Instruments, remain in full force and be construed as if there were no such act, circumstance, variation, omission, matter or thing; and

- (iii) agree that a Finance Party may set off any obligation due and payable by IPC Funding under the Notes (as defined in the A Note Instruments) (to the extent beneficially owned by that Finance Party) against any obligation (whether or not due and payable) owed by that Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in difference currencies, the Finance Party may consent either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. If either obligation is unliquidated or unascertained the Finance Party may set-off in an amount estimated by it to be the amount of that obligation.
- (b) By executing the B Note Instruments, Subco will:
  - (i) irrevocably, unconditionally, jointly and severally:
    - (A) as principal Obligor, and not merely as surety, guarantee to each Finance Party (as defined in the B Note Instruments) prompt performance by each other Obligor of all its obligations under the Note Finance Documents (as defined in the B Note Instruments) and the payments when due of all sums from time to time payable by each other Obligor;

- (B) undertake with each Finance Party (as defined in the B Note Instruments) that whenever IPC Funding does not pay any amount when due under or in connection with any Note Finance Document (as defined in the B Note Instruments), that it shall forthwith on demand by the Noteholders' Agent pay that amount as if it instead of IPC Funding were expressed to be the principal Obligor; and
- (C) indemnify each Finance Party (as defined in the B Note Instruments) on demand against any loss or liability suffered by such Finance Party if any obligation guaranteed by Subco is or becomes unenforceable, invalid or illegal;
- (ii) agree that the obligations of Subco set out in the B Note Instruments will not be affected by any act, circumstance, omission, matter or thing which, but for this provision, would reduce, release or prejudice any of its obligations under the B Note Instruments or prejudice or diminish those obligations in whole or in part, including without limitation (whether or not known to it or any other party to the B Note Instruments):
  - (A) any time, indulgence or waiver granted to, or composition with, any Obligor or other person;
  - (B) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights or remedies against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
  - (C) any legal limitation, disability, incapacity or lack of powers, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person;
  - (D) any variation (however fundamental and whether or not involving an increase in liability of any Obligor) or replacement of a Note Finance Document (as defined in the B Note Instruments) or any other document or security so that references to that Note Finance Document in the B Note Instruments shall include each variation or replacement;
  - (E) any unenforceability, illegality, invalidity or frustration of any obligation of any person under any Note Finance Document (as defined in the B Note Instruments) or any other document or security or any failure of any Obligor or proposed Obligor to become bound by the terms of any Note Finance Document (as defined in the B Note Instruments);
  - (F) any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation of any Obligor under a Note Finance Document (as defined in the B Note Instruments) resulting from any

insolvency, liquidation or dissolution proceedings or from any law, regulation or order; and

(G) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor or any member of the Group,

so that each such obligation shall, for the purposes of such obligations under the B Note Instruments, remain in full force and be construed as if there were no such act, circumstance, variation, omission, matter or thing; and

- (iii) agree that a Finance Party may set off any obligation due and payable by IPC Funding under the Notes (as defined in the B Note Instruments) (to the extent beneficially owned by that Finance Party) against any obligation (whether or not due and payable) owed by that Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in difference currencies, the Finance Party may consent either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. If either obligation is unliquidated or unascertained the Finance Party may set-off in an amount estimated by it to be the amount of that obligation.
- (c) By executing the New Debenture, Subco will:
  - (i) as primary obligor and not merely as surety, covenant with the Security Agent that it will pay or discharge the Secured Liabilities (as defined in the New Debenture) on the due date therefor in the manner provided in the relevant Finance Document (as defined in the New Debenture);
  - (ii) with full title guarantee, charge in favour of the Security Agent 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 all the Secured Liabilities (as defined in the New Debenture);
  - (iii) undertake to, at its own expense, execute and do all such assurances, acts and things as the Security Agent may reasonably require for perfecting or protecting the security intended to be created by the New Debenture over the assets secured thereby (the "Security Assets") or any part thereof or for facilitating (if and when such security becomes enforceable) the realisation of the Security Assets or any part thereof and in the exercise of all powers, authorities and discretions vested in the Security Agent (or any receiver appointed pursuant to the New Debenture) of the Security Assets or any part thereof or in any delegate or sub-delegate of the Security Agent or any such receiver. To that intent, Subco will undertake, in particular, to execute all transfers, conveyances, assignments and assurances of such property whether to the Security Agent or to its nominees and give all notices, orders and directions and make all registrations which the Security Agent may reasonably think expedient; and



- (iv) permit the Security Agent and each Lender (as defined in the New Debenture) to set off any obligation due and payable by Subco (whether under the Finance Documents or which has been assigned to the Security Agent by any other Chargor (as defined in the New Debenture) under the New Debenture) against any obligation (whether or not due and payable) owed by the Security Agent or such Lender (as the case may be) to Subco, regardless of the place of payment, booking branch or currency of either obligation; and, if the obligations are in different currencies, permit the Security Agent or such Lender (as the case may be) to convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off; and, if either obligation is unliquidated or unascertained, permit the Security Agent or such Lender (as the case may be) to set off in an amount estimated by it in good faith to be the amount of that obligation.
- (d) By executing the Intra-Group Loan Agreement Subco, together with, inter alia, its subsidiaries, will make available to, inter alia, IPC Funding and IPC Magazines (UK) Limited revolving credit facilities of up to the sterling equivalent of €28,695,841 and £932,582,358 to be used, inter alia:
  - (i) by IPC Magazines (UK) Limited to make payments under an inter company loan agreement made between IPC Funding as lender and IPC Magazines (UK) Limited as borrower; and
  - (ii) by IPC Funding to make payments when due under the Note Instruments;

and provided that Subco will only be obliged to make advances under the Intra Group Facility Agreement if, inter alia, the aggregate of all monies standing to the credit of its bank accounts exceeds the amount of the proposed advance and Subco is not in liquidation or administration or the subject of a creditor's voluntary arrangement.

- (e) By amending the Priority Agreement by executing the Third Supplemental Priority Agreement Subco will covenant with the Security Agent, inter alia, to pay the Senior Term Loan and the Revolving Credit Facility in priority to the New Mezzanine Debt and to pay the Senior Debt and New Mezzanine Debt in priority to its other payment obligations subject to the terms thereof; and will covenant with the Senior Agent to pay the Senior Debt, the Hedging Liabilities and the New Mezzanine Debt (all as defined in the Third Supplemental Priority Agreement) to the Senior Agent under and to the extent due from it under the Senior Finance Documents, the Hedging Documents or the New Mezzanine Documents (all as defined in the Third Supplemental Priority Agreement) as the case may be.
- (f) By executing the Fourth Supplemental Senior Facility Agreement, with effect from the Effective Date (as defined therein), Subco confirms its knowledge and acceptance of the Senior Facilities Agreement (as amended by the Fourth Supplemental Senior Facility Agreement), affirms that it is bound as an Obligor (as defined in the Fourth Supplemental Facilities Agreement) by the terms of Senior Facilities Agreement (as amended by the Fourth Supplemental Senior Facility Agreement) including, without limitation, any guarantee given by it in the Senior Facilities Agreement (as amended by the Fourth Supplemental Senior Facility Agreement) and confirms that all other Finance Documents (as defined in the Fourth Supplemental Facility Agreement) to which it is a party remain in full force and effect.

References in this form to any agreement or document (or any provisions of, or definitions contained in any agreement or document referred to in 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.

References in this form to any party or person shall include their permitted successors, assigns, transferees and substitutes.

Subco may also incur costs, claims, losses, expenses, liabilities and taxes under the Senior Facility Agreement, the Notes Instruments, the Priority Agreement and New Debenture.



Deloitte & Touche Hill House 1 Little New Street London EC4A 3TR Telephone: National 0171 936 3000 International + 44 171 936 3000 Fax (Gp. 3): 0171 583 8517 LDE: DX 599

The Directors
IPC Magazines Limited (the "Company")
Kings Reach Tower
Stamford Street
London
SE1 9LS

# AUDITORS' REPORT TO THE DIRECTORS OF IPC MAGAZINES LIMITED PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985

We have examined the attached statutory declaration of the directors dated 10 August 1999 in connection with the proposal that IPC Magazines (Overseas) Limited, a subsidiary of the Company, should give financial assistance for the purpose of reducing or discharging liability incurred for the purchase by IPC Magazines (UK) Limited of all the issued share capital of International Publishing Corporation Limited, the holding company of the Company.

#### **Basis of opinion**

We have enquired into the state of the Company's affairs so far as necessary 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 statutory declaration as to any of the matters mentioned in section 156(2) of the Companies Act is unreasonable in all the circumstances.

Deloitte & Touche Registered Auditors 10 August 1999

Debotto - Touche

10 August 1999





COMPANIES FORM No. 155(6)b

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



Please do not write in this margin Pursuant to section 155(6) of the Companies Act 1985

Please complete legibly, preferably in black type, or To the Registrar of Companies (Address overleaf - Note 5)

IPC MAGAZINES LIMITED

1/We p Please see Attachment 1

For official use	Company number	
	53626	
	-	

in black type, or bold block lettering Name of company

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

[thex.salex.dicector] [all the directors]† of the above company (hereinafter called 'this company') do solemnly and sincerely declare that:

§ delete whichever is inappropriate The business of this company is:

(e) xthat xof x ax free against downkix kiransed crimetitution it xwithin xthat xon a aning xof xthe x Banking x Act x 1072 §
(b) xthat xof x ax free against downkix kiransed crimetitution it xwithin x that xon a aning x act x 1982 xta xoa ray xon insurance x business x in x that x britant x bing down§

(c) something other than the above §

This company is [the] [ma] holding company of\* \_\_IPC electric Limited ("Subco") \_\_\_\_\_ which is proposing to give financial assistance in connection with the acquisition of shares in {this company} [ \_\_International Publishing Corporation Limited \_\_\_\_\_ the holding company of this company.]†

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

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

JXE/1301565

For official Use General Section

COMPANIES HOUSE 02/09/99

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
The number and class of the shares acquired or to be acquired is: Please see Attachment 2	Please complete legibly, preferably in black type, or bold block lettering
The assistance is to be given to: (note 2) IPC Magazines (UK) Limited (Company	
Number 3483202) whose registered office is at Kings' Bench Tower, Stamford	
Street, London SE1 9LS	
The assistance will take the form of:	
Please see Attachment 3	
The person who [has acquired] [withacquire] the shares is:  IPC Magazines (UK) Limited	t delete as appropriate
The principal terms on which the assistance will be given are:	
Please 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 $\mathfrak{L}^{ ext{Nil}}$	Page 2

Please do	
write in t	his
margin	

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

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 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) [½/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)

(b) \$\fitsissintendeck\taxoommencecthecxvindingeus\taxoompany\taxibinxi\taxoompany\taxibinxi\taxoompany\taxibinxi\taxoompany\taxibinxi\taxoompany\taxibinxi\taxibinxi\taxibinxi\taxibinxi\taxibinxi\taxibinxi\taxibin\

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.

before me Hould. (SBh ETCHER SOLUTER

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 CF4 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies Companies House 37 Castle Terrace Edinburgh EH1 2EB Declarants to sign below

#### Attachment 1 - Form G155(6)b

Michael Matthew of Rodwell Manor, West Lambrook, South Pemberton, Somerset TA13 5HA, William Aley of Grove Cottage, Woodham Walter, Maldon, Essex CM9 6RX, Colin Reeves-Smith of 3 Purley Knoll, Purley, Surrey CR8 3AF, Thomas Arculus of Berry Leas, 35 Duck Street, Elton, Peterborough, Cambs PE8 6RQ, Sylvia Auton of 63 Meadway, London N14 6NJ, Sylvia Bailey of 5 Blyth's Wharf, Narrow Street, Limehouse, London E14 8DQ, Rene Carayol of 3 Victoria Rise, Hillgrove Road, Swiss Cottage, London NW6 4TH, Linda Lancaster-Gaye of 32 Dundee Court, 73 Wapping High Street, London E1 9YG, Andrew McDuff of 26 Clifton Road, Winchester, Hampshire SO22 5BU, David Stam of 42 Tormead Road, Guildford, Surrey GU1 2JB, Arthur Tanner of 26 Vancouver Road, Forest Hill, London SE23 2AF.

The electric attachment

Attachment 2 - Form 155(6)b

183,831,523 ordinary shares of 25 pence each

#### Attachment 3 - Form 155(6)b

The execution and delivery by Subco in connection with:-

- 1. a senior facilities agreement (as the same has been and may be amended, varied or supplemented from time to time) (the "Senior Facilities Agreement") dated 5 January 1998 and entered into between, inter alia, IPC Magazines (UK) Limited, Goldman Sachs International as Arranger and Syndication Agent and Goldman Sachs Credit Partners, L.P. as Original Bank (all defined terms as defined in the Senior Facilities Agreement) and containing a guarantee pursuant to which, inter alia, the Company has guaranteed payment when due of all sums from time to time payable by each other Obligor (as defined therein); and
- a debenture (as the same has been and may be amended, varied or supplemented from time to time) (the "Debenture") dated 19th January 1998 entered into between, inter alia, the Company and the Security Agent pursuant to which the Company covenanted to pay and discharge the Secured Liabilities (as defined therein) on the due date and created fixed and floating charges over all its assets and undertakings by way of security for the Secured Liabilities;
- 3. a priority agreement (as the same has been and may be amended, varied or supplemented from time to time) (the "Priority Agreement") dated 5 January 1998 regulating the priority arrangements between, inter alia, the Senior Creditors, the Mezzanine Creditors and the Investors (each as defined therein),

#### of the following:

- (a) a guarantor accession agreement (the "Guarantor Accession Agreement") to a supplemental senior facility agreement between, inter alia, IPC Magazines (UK) Limited (as Borrower), the Guarantors, Goldman Sachs International as Arranger and Syndication Agent and Goldman Sachs Credit Partners, L.P. as Original Bank (as the same may be varied, amended and supplemented from time to time, the "Fourth Supplemental Senior Facility Agreement");
- discount loan note instruments (as the same may be amended, varied, supplemented or restated, from time to time) entered into between IPC Finance Limited ("IPC Funding"), certain companies (including Subco) as guarantors and Intermediate Capital Group PLC (as noteholders' agent) together constituting senior subordinated A notes with an aggregate issue price of £43,000,000 (the "A Note Instruments");
- (c) discount loan note instruments (as the same may be amended, varied, supplemented or restated, from time to time) entered into between IPC Funding, certain companies (including Subco) as guarantors and Intermediate Capital Group PLC (as noteholders' agent) together constituting senior subordinated B notes with an aggregate issue price of €15,072,000 (the "B Note Instruments");



(d) a Common Terms Deed (as the same may be amended, varied, supplemented or restated, from time to time) entered into between IPC Group Limited, IPC Funding, certain companies (including Subco) as guarantors and Intermediate Capital Group PLC (as noteholders' agent) and the Original Noteholders (as defined therein) setting out certain terms and conditions common to all the A Note Instruments and the B Note Instruments (the "Common Terms Deed");

(together the A Note Instruments, the B Note Instruments and the Common Terms Deed are hereinafter referred to as the "Note Instruments");

- (e) an accession agreement (the "Priority Accession Agreement") to a supplemental priority agreement (as the same may be amended, varied, supplemented or restated, from time to time) entered into between, inter alia, IPC Magazines (UK) Limited, Subco and Barclays Bank PLC (as facility agent) (the "Third Supplemental Priority Agreement");
- (f) an accession agreement (the "Debenture Accession Agreement") to the Debenture to be entered into between Subco and Barclays Bank PLC as Security Agent pursuant to which Subco would covenant to pay and discharge the Secured Liabilities (as defined in the Debenture) on the due date and would create fixed and floating charges over all its assets and undertakings by way of security for the Secured Liabilities (as defined in the Debenture);
- (g) debenture (as the same may be amended, varied, supplemented or restated, from time to time) entered into by, inter alia, Subco in favour of Barclays Bank PLC (as security agent) granting fixed and floating charges over all its assets (the "New Debenture"); and
- (h) Intra-group loan agreement (as the same may be amended, varied, supplemented or restated, from time to time) between, inter alia, IPC Funding and IPC Magazines (UK) Limited and Subco (the "Intra-Group Loan Agreement").

#### Attachment 4 - Form 155(6)b

- (a) By executing the A Note Instruments, Subco will:
  - (i) irrevocably, unconditionally, jointly and severally:
    - (A) as principal Obligor, and not merely as surety, guarantee to each Finance Party (as defined in the A Note Instruments) prompt performance by each other Obligor of all its obligations under the Note Finance Documents (as defined in the A Note Instruments) and the payments when due of all sums from time to time payable by each other Obligor;
    - (B) undertake with each Finance Party (as defined in the A Note Instruments) that whenever IPC Funding does not pay any amount when due under or in connection with any Note Finance Document (as defined in the A Note Instruments), that it shall forthwith on demand by the Noteholders' Agent pay that amount as if it instead of IPC Funding were expressed to be the principal Obligor; and
    - (C) indemnify each Finance Party (as defined in the A Note Instruments) on demand against any loss or liability suffered by such Finance Party if any obligation guaranteed by Subco is or becomes unenforceable, invalid or illegal;
  - (ii) agree that the obligations of Subco set out in the A Note Instruments will not be affected by any act, circumstance, omission, matter or thing which, but for this provision, would reduce, release or prejudice any of its obligations under the A Note Instruments or prejudice or diminish those obligations in whole or in part, including without limitation (whether or not known to it or any other party to the A Note Instruments):
    - (A) any time, indulgence or waiver granted to, or composition with, any Obligor or other person;
    - (B) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights or remedies against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
    - (C) any legal limitation, disability, incapacity or lack of powers, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person;

- (D) any variation (however fundamental and whether or not involving an increase in liability of any Obligor) or replacement of a Note Finance Document (as defined in the A Note Instruments) or any other document or security so that references to that Note Finance Document in the A Note Instruments shall include each variation or replacement;
- (E) any unenforceability, illegality, invalidity or frustration of any obligation of any person under any Note Finance Document (as defined in the A Note Instruments) or any other document or security or any failure of any Obligor or proposed Obligor to become bound by the terms of any Note Finance Document (as defined in the A Note Instruments);
- (F) any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation of any Obligor under a Note Finance Document (as defined in the A Note Instruments) resulting from any insolvency, liquidation or dissolution proceedings or from any law, regulation or order; and
- (G) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor or any member of the Group,

so that each such obligation shall, for the purposes of such obligations under the A Note Instruments, remain in full force and be construed as if there were no such act, circumstance, variation, omission, matter or thing; and

- (iii) agree that a Finance Party may set off any obligation due and payable by IPC Funding under the Notes (as defined in the A Note Instruments) (to the extent beneficially owned by that Finance Party) against any obligation (whether or not due and payable) owed by that Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in difference currencies, the Finance Party may consent either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. If either obligation is unliquidated or unascertained the Finance Party may set-off in an amount estimated by it to be the amount of that obligation.
- (b) By executing the B Note Instruments, Subco will:
  - (i) irrevocably, unconditionally, jointly and severally:
    - (A) as principal Obligor, and not merely as surety, guarantee to each Finance Party (as defined in the B Note Instruments) prompt performance by each other Obligor of all its obligations under the Note Finance Documents (as defined in the B Note Instruments) and the payments when due of all sums from time to time payable by each other Obligor;



- (B) undertake with each Finance Party (as defined in the B Note Instruments) that whenever IPC Funding does not pay any amount when due under or in connection with any Note Finance Document (as defined in the B Note Instruments), that it shall forthwith on demand by the Noteholders' Agent pay that amount as if it instead of IPC Funding were expressed to be the principal Obligor; and
- (C) indemnify each Finance Party (as defined in the B Note Instruments) on demand against any loss or liability suffered by such Finance Party if any obligation guaranteed by Subco is or becomes unenforceable, invalid or illegal;
- (ii) agree that the obligations of Subco set out in the B Note Instruments will not be affected by any act, circumstance, omission, matter or thing which, but for this provision, would reduce, release or prejudice any of its obligations under the B Note Instruments or prejudice or diminish those obligations in whole or in part, including without limitation (whether or not known to it or any other party to the B Note Instruments):
  - (A) any time, indulgence or waiver granted to, or composition with, any Obligor or other person;
  - (B) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights or remedies against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
  - (C) any legal limitation, disability, incapacity or lack of powers, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person;
  - (D) any variation (however fundamental and whether or not involving an increase in liability of any Obligor) or replacement of a Note Finance Document (as defined in the B Note Instruments) or any other document or security so that references to that Note Finance Document in the B Note Instruments shall include each variation or replacement;
  - (E) any unenforceability, illegality, invalidity or frustration of any obligation of any person under any Note Finance Document (as defined in the B Note Instruments) or any other document or security or any failure of any Obligor or proposed Obligor to become bound by the terms of any Note Finance Document (as defined in the B Note Instruments);
  - (F) any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation of any Obligor under a Note Finance Document (as defined in the B Note Instruments) resulting from any



insolvency, liquidation or dissolution proceedings or from any law, regulation or order; and

(G) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor or any member of the Group,

so that each such obligation shall, for the purposes of such obligations under the B Note Instruments, remain in full force and be construed as if there were no such act, circumstance, variation, omission, matter or thing; and

- (iii) agree that a Finance Party may set off any obligation due and payable by IPC Funding under the Notes (as defined in the B Note Instruments) (to the extent beneficially owned by that Finance Party) against any obligation (whether or not due and payable) owed by that Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in difference currencies, the Finance Party may consent either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. If either obligation is unliquidated or unascertained the Finance Party may set-off in an amount estimated by it to be the amount of that obligation.
- (c) By executing the New Debenture, Subco will:
  - (i) as primary obligor and not merely as surety, covenant with the Security Agent that it will pay or discharge the Secured Liabilities (as defined in the New Debenture) on the due date therefor in the manner provided in the relevant Finance Document (as defined in the New Debenture);
  - (ii) with full title guarantee, charge in favour of the Security Agent 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 all the Secured Liabilities (as defined in the New Debenture);
  - (iii) undertake to, at its own expense, execute and do all such assurances, acts and things as the Security Agent may reasonably require for perfecting or protecting the security intended to be created by the New Debenture over the assets secured thereby (the "Security Assets") or any part thereof or for facilitating (if and when such security becomes enforceable) the realisation of the Security Assets or any part thereof and in the exercise of all powers, authorities and discretions vested in the Security Agent (or any receiver appointed pursuant to the New Debenture) of the Security Assets or any part thereof or in any delegate or sub-delegate of the Security Agent or any such receiver. To that intent, Subco will undertake, in particular, to execute all transfers, conveyances, assignments and assurances of such property whether to the Security Agent or to its nominees and give all notices, orders and directions and make all registrations which the Security Agent may reasonably think expedient; and

- (iv) permit the Security Agent and each Lender (as defined in the New Debenture) to set off any obligation due and payable by Subco (whether under the Finance Documents or which has been assigned to the Security Agent by any other Chargor (as defined in the New Debenture) under the New Debenture) against any obligation (whether or not due and payable) owed by the Security Agent or such Lender (as the case may be) to Subco, regardless of the place of payment, booking branch or currency of either obligation; and, if the obligations are in different currencies, permit the Security Agent or such Lender (as the case may be) to convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off; and, if either obligation is unliquidated or unascertained, permit the Security Agent or such Lender (as the case may be) to set off in an amount estimated by it in good faith to be the amount of that obligation.
- (d) By executing the Intra-Group Loan Agreement Subco, together with, inter alia, the Company, will make available to, inter alia, IPC Funding and IPC Magazines (UK) Limited revolving credit facilities of up to the sterling equivalent of €28,695,841 and £932,582,358 to be used, inter alia:
  - (i) by IPC Magazines (UK) Limited to make payments under an inter company loan agreement made between IPC Funding as lender and IPC Magazines (UK) Limited as borrower; and
  - (ii) by IPC Funding to make payments when due under the Note Instruments;

and provided that Subco will only be obliged to make advances under the Intra Group Facility Agreement if, inter alia, the aggregate of all monies standing to the credit of its bank accounts exceeds the amount of the proposed advance and Subco is not in liquidation or administration or the subject of a creditor's voluntary arrangement.

- (e) By executing the Debenture Accession Agreement Subco will:
  - (i) as primary obligor and not merely as surety, covenant with the Security Agent that it
    will pay or discharge the Secured Liabilities on the due date therefor in the manner
    provided in the relevant Finance Document (as defined therein);
  - (ii) with full title guarantee, charge in favour of the Security Agent 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 all the Secured Liabilities;
  - (iii) undertake to, at its own expense, execute and do all such assurances, acts and things as the Security Agent may reasonably require for perfecting or protecting the security intended to be created by the Debenture over the assets secured thereby (the "Security Assets") or any part thereof or for facilitating (if and when such security becomes enforceable) the realisation of the Security Assets or any part thereof and in the exercise of all powers, authorities and discretions vested in the Security Agent (or any receiver appointed pursuant to the Debenture) of the Security Assets or any part thereof or in any delegate or sub-delegate of the Security Agent or any such receiver.

To that intent, Subco will undertake, in particular, to execute all transfers, conveyances, assignments and assurances of such property whether to the Security Agent or to its nominees and give all notices, orders and directions and make all registrations which the Security Agent may reasonably think expedient; and

- (iv) permit the Security Agent and each Lender (as defined in the Debenture) to set off any obligation due and payable by Subco (whether under the Finance Documents or which has been assigned to the Security Agent by any other Chargor (as defined in the Debenture) under the Debenture against any obligation (whether or not due and payable) owed by the Security Agent or such Lender (as the case may be) to Subco, regardless of the place of payment, booking branch or currency of either obligation; and, if the obligations are in different currencies, permit the Security Agent or such Lender (as the case may be) to convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off; and, if either obligation is unliquidated or unascertained, permit the Security Agent or such Lender (as the case may be) to set off in an amount estimated by it in good faith to be the amount of that obligation.
- (f) By amending the Priority Agreement by executing the Third Supplemental Priority Agreement Subco will covenant with the Security Agent, inter alia, to pay the Senior Term Loan and the Revolving Credit Facility in priority to the New Mezzanine Debt and to pay the Senior Debt and New Mezzanine Debt in priority to its other payment obligations subject to the terms thereof; and will covenant with the Senior Agent to pay the Senior Debt, the Hedging Liabilities and the New Mezzanine Debt (all as defined in the Third Supplemental Priority Agreement) to the Senior Agent under and to the extent due from it under the Senior Finance Documents, the Hedging Documents or the New Mezzanine Documents (all as defined in the Third Supplemental Priority Agreement) as the case may be.
- (g) By executing the Guarantor Accession Agreement Subco will:
  - (i) irrevocably, unconditionally, jointly and severally:
    - (A) as principal obligor, and not merely as surety, guarantee to each Finance Party (as defined in the Senior Facilities Agreement) prompt performance by each other Obligor of all its obligations under the Senior Finance Documents (as defined in the Senior Facilities Agreement) and the payments when due of all sums from time to time payable by each other Obligor;
    - (B) undertake with each Finance Party that whenever a Borrower (as defined in the Senior Facilities Agreement) does not pay any amount when due under or in connection with a Senior Finance Document, that it shall forthwith on demand by the Facility Agent pay that amount as if it instead of the relevant Borrower were expressed to be the principal obligor;
    - (C) indemnify each Finance Party on demand against any loss or liability suffered by such Finance Party if an obligation guaranteed by the company is or becomes unenforceable, invalid or illegal;

- (ii) agree that the guarantee obligations of the company set out in the Senior Facilities Agreement will not be affected by any act, circumstance, omission, matter or thing which, but for the following, would reduce, release or prejudice any of such obligations or prejudice or diminish such obligations in whole or in part, including without limitation (whether or not known to it or any other party to the Senior Facilities Agreement):
  - (A) any time, indulgence or waiver granted to, or composition with, any Obligor or other person;
  - (B) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights or remedies against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
  - (C) any legal limitation, disability, incapacity or lack of powers, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person;
  - (D) any variation (however fundamental or whether or not involving an increase in liability of any Obligor) or replacement of a Finance Document or any other document or security so that references to that Finance Document shall include each variation or replacement;
  - (E) any unenforceability, illegality, invalidity or frustration or any obligation of any person under any Finance Document or any other document or security or any failure of any Obligor or proposed Obligor to become bound by the terms of any Finance Document; and
  - (F) any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation or any Obligor under a Finance Document resulting from any insolvency, liquidation, or dissolution proceedings or from any law, regulation or order,

so that each such obligation shall, for the purposes of such obligations, remain in full force and be construed as if there were no such act, circumstance, variation, omission, matter or thing; and

(iii) permit any Finance Party to set off any obligation due and payable by the company under the Senior Facilities Agreement (to the extent beneficially owned by that Finance Party) against any obligation (whether or not due and payable) owed by that Finance Party to the company, regardless of the place of payment, booking branch or currency of either obligation; and, if the obligations are in different currencies, permit the Finance Party to convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off; and, if either obligation is

- 11 -

unliquidated or unascertained, permit the Finance Party to set off in amount estimated by it in good faith to be the amount of that obligation.

References in this form to any agreement or document (or any provisions of, or definitions contained in any agreement or document referred to in 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.

References in this form to any party or person shall include their permitted successors, assigns, transferees and substitutes.

Subco may also incur costs, claims, losses, expenses, liabilities and taxes under the Senior Facility Agreement, the Notes Instruments, the Priority Agreement, the Debenture and New Debenture.





Deloitte & Touche Hill House 1 Little New Street London EC4A 3TR Telephone: National 0171 936 3000 International + 44 171 936 3000 Fax (Gp. 3): 0171 583 8517 LDE: DX 599

The Directors
IPC Magazines Limited (the "Company")
Kings Reach Tower
Stamford Street
London
SE1 9LS

# AUDITORS' REPORT TO THE DIRECTORS OF IPC MAGAZINES LIMITED PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985

We have examined the attached statutory declaration of the directors dated 10 August 1999 in connection with the proposal that IPC Electric Limited, a subsidiary of the Company, should give financial assistance for the purpose of reducing or discharging liability incurred for the purchase by IPC Magazines (UK) Limited of all the issued share capital of International Publishing Corporation Limited, the holding company of the Company.

#### Basis of opinion

We have enquired into the state of the Company's affairs so far as necessary 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 statutory declaration as to any of the matters mentioned in section 156(2) of the Companies Act is unreasonable in all the circumstances.

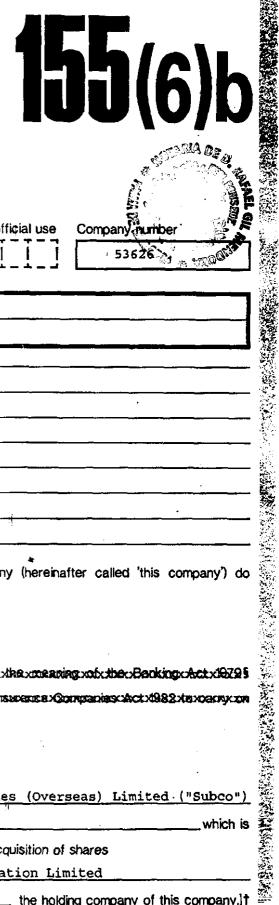
Schutle + Touche

Deloitte & Touche Registered Auditors 10 August 1999



COMPANIES FORM No. 155(6)b

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



Please do not

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

Company number	
53626	· TOORS

argin			Company of without	
lease complete igibly, preferably i black type, or	To the Registrar of Companies (Address overleaf - Note 5)	For official use	Company number 53626	
old block lettering	Name of company	<b></b>		
ote lease read the notes n page 3 before ompleting this form.	* IPC MAGAZINES LIMITED			
insert full name of company	*/We • Please see Attachment 1			
insert name(s) and address(es) of all the directors				
delete as appropriate	[throx asiax size other] [all the directors] to of the solemnly and sincerely declare that:	e above company (hereinaf	ter called 'this company') do	
delete whichever is inappropriate	The business of this company is:			
	(e) with a transportation of the contraction of the			
	(b) xthatcoixexperson authorised and exsection:	:3coro4cafcibecinsucemeax3co	праківэсіаскі 1982 жылактустя	
	insurance drusiness in the Linited Kingdoms  (c) something other than the above s	:		
	This company is [the] [a] holding company of*	IPC Magazines (Overs	eas) Limited ("Subco")	
		· · · · · · · · · · · · · · · · · · ·	which is	
	proposing to give financial assistance in connec	ction with the acquisition of	shares	
	in [this company] [ International Publis	shing Corporation Lim	ited	

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

Ashurst Morris Crisp Broadwalk House 5 Appold Street LONDON EC2A 2HA

For official Use General Section

the holding company of this company.]†

The assistance is for the purpose of {that: asseptition} [reducing or discharging a liability incurred for the Please do not write in this purpose of that acquisition! I (note 1) margin Please complete legibly, preferably in black type, or The number and class of the shares acquired or to be acquired is: Please see Attachment 2 The assistance is to be given to: (note 2) IPC Magazines (UK) Limited (Company Number 3483202) whose registered office is at Kings' Bench Tower, Stamford Street, London SE1 9LS The assistance will take the form of: Please see Attachment 3 The person who [has acquired] [willbacquire] the shares is: t delete as appropriate IPC Magazines (UK) Limited The principal terms on which the assistance will be given are: Please 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

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Please do not
write in this
maroin `

The date on which the assistance is to be given is the date hereof or within 8 weeks

19

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

delete either (a) or (b) as appropriate

\*/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) It/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)
- (b) #thisosintendedctexcommencesthecomidingengscontributions greatest the commence of the comm

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 Palma de Mallorca, D. Thomas
David Guy Arculus, titular del pasaporte, número 009465522

one thousand nine hundred and noventa v nueve.

before me D. RAFAET, GIL MENDOZA (Notario

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

# 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.
- 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:-

#### Attachment 1 - Form G155(6)b

Michael Matthew of Rodwell Manor, West Lambrook, South Pemberton, Somerset TA13 5HA, William Aley of Grove Cottage, Woodham Walter, Maldon, Essex CM9 6RX, Colin Reeves-Smith of 3 Purley Knoll, Purley, Surrey CR8 3AF, Thomas Arculus of Berry Leas, 35 Duck Street, Elton, Peterborough, Cambs PE8 6RQ, Sylvia Auton of 63 Meadway, London N14 6NJ, Sylvia Bailey of 5 Blyth's Wharf, Narrow Street, Limehouse, London E14 8DQ, Rene Carayol of 3 Victoria Rise, Hillgrove Road, Swiss Cottage, London NW6 4TH, Linda Lancaster-Gaye of 32 Dundee Court, 73 Wapping High Street, London E1 9YG, Andrew McDuff of 26 Clifton Road, Winchester, Hampshire SO22 5BU, David Stam of 42 Tormead Road, Guildford, Surrey GU1 2JB, Arthur Tanner of 26 Vancouver Road, Forest Hill, London SE23 2AF.

#### Attachment 2 - Form 155(6)b

183,831,523 ordinary shares of 25 pence each

#### Attachment 3 - Form 155(6)b

The execution and delivery by Subco in connection with:-

- 1. a senior facilities agreement (as the same has been and may be amended, varied or supplemented from time to time) (the "Senior Facilities Agreement") dated 5 January 1998 and entered into between, inter alia, IPC Magazines (UK) Limited, Goldman Sachs International as Arranger and Syndication Agent and Goldman Sachs Credit Partners, L.P. as Original Bank (all defined terms as defined in the Senior Facilities Agreement) and containing a guarantee pursuant to which, inter alia, Subco has guaranteed payment when due of all sums from time to time payable by each other Obligor (as defined therein); and
- a debenture (as the same has been and may be amended, varied or supplemented from time to time) (the "Debenture") dated 19th January 1998 entered into between, inter alia, Subco and the Security Agent pursuant to which Subco covenanted to pay and discharge the Secured Liabilities (as defined therein) on the due date and created fixed and floating charges over all its assets and undertakings by way of security for the Secured Liabilities;
- 3. a priority agreement (as the same has been and may be amended, varied or supplemented from time to time) (the "Priority Agreement") dated 5 January 1998 regulating the priority arrangements between, inter alia, the Senior Creditors, the Mezzanine Creditors and the Investors (each as defined therein),

#### of the following:

- (a) supplemental senior facility agreement between, inter alia, IPC Magazines (UK) Limited (as Borrower), the Guarantors, Goldman Sachs International as Arranger and Syndication Agent and Goldman Sachs Credit Partners, L.P. as Original Bank (as the same may be varied, amended and supplemented from time to time, the "Fourth Supplemental Senior Facility Agreement");
- (b) discount loan note instruments (as the same may be amended, varied, supplemented or restated, from time to time) entered into between IPC Finance Limited ("IPC Funding"), certain companies (including Subco) as guarantors and Intermediate Capital Group PLC (as noteholders' agent) together constituting senior subordinated A notes with an aggregate issue price of £43,000,000 (the "A Note Instruments");
- (c) discount loan note instruments (as the same may be amended, varied, supplemented or restated, from time to time) entered into between IPC Funding, certain companies (including Subco) as guarantors and Intermediate Capital Group PLC (as noteholders' agent) together constituting senior subordinated B notes with an aggregate issue price of €15,072,000 (the "B Note Instruments");
- (d) a Common Terms Deed (as the same may be amended, varied, supplemented or restated, from time to time) entered into between IPC Group Limited, IPC Funding,

certain companies (including Subco) as guarantors and Intermediate Capital Group PLC (as noteholders' agent) and the Original Noteholders (as defined therein) setting out certain terms and conditions common to all the A Note Instruments and the B Note Instruments (the "Common Terms Deed");

(together the A Note Instruments, the B Note Instruments and the Common Terms Deed are hereinafter referred to as the "Note Instruments");

- supplemental priority agreement (as the same may be amended, varied, supplemented or restated, from time to time) entered into between, inter alia, IPC Magazines (UK) Limited, Subco and Barclays Bank PLC (as facility agent) (the "Third Supplemental Priority Agreement");
- (f) debenture (as the same may be amended, varied, supplemented or restated, from time to time) entered into by, inter alia, Subco in favour of Barclays Bank PLC (as security agent) granting fixed and floating charges over all its assets (the "New Debenture"); and
- (g) Intra-group loan agreement (as the same may be amended, varied, supplemented or restated, from time to time) between, inter alia, IPC Funding and IPC Magazines (UK) Limited and Subco (the "Intra-Group Loan Agreement").



#### Attachment 4 - Form 155(6)b



- (a) By executing the A Note Instruments, Subco will:
  - (i) irrevocably, unconditionally, jointly and severally:
    - (A) as principal Obligor, and not merely as surety, guarantee to each Finance Party (as defined in the A Note Instruments) prompt performance by each other Obligor of all its obligations under the Note Finance Documents (as defined in the A Note Instruments) and the payments when due of all sums from time to time payable by each other Obligor;
    - (B) undertake with each Finance Party (as defined in the A Note Instruments) that whenever IPC Funding does not pay any amount when due under or in connection with any Note Finance Document (as defined in the A Note Instruments), that it shall forthwith on demand by the Noteholders' Agent pay that amount as if it instead of IPC Funding were expressed to be the principal Obligor; and
    - (C) indemnify each Finance Party (as defined in the A Note Instruments) on demand against any loss or liability suffered by such Finance Party if any obligation guaranteed by Subco is or becomes unenforceable, invalid or illegal;
  - (ii) agree that the obligations of Subco set out in the A Note Instruments will not be affected by any act, circumstance, omission, matter or thing which, but for this provision, would reduce, release or prejudice any of its obligations under the A Note instruments or prejudice or diminish those obligations in whole or in part, including without limitation (whether or not known to it or any other party to the A Note Instruments):
    - (A) any time, indulgence or waiver granted to, or composition with, any Obligor or other person;
    - (B) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights or remedies against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
    - (C) any legal limitation, disability, incapacity or lack of powers, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person;



- (D) any variation (however fundamental and whether or not involving an increase in liability of any Obligor) or replacement of a Note Finance Document (as defined in the A Note Instruments) or any other document or security so that references to that Note Finance Document in the A Note Instruments shall include each variation or replacement;
- (E) any unenforceability, illegality, invalidity or frustration of any obligation of any person under any Note Finance Document (as defined in the A Note Instruments) or any other document or security or any failure of any Obligor or proposed Obligor to become bound by the terms of any Note Finance Document (as defined in the A Note Instruments);
- (F) any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation of any Obligor under a Note Finance Document (as defined in the A Note Instruments) resulting from any insolvency, liquidation or dissolution proceedings or from any law, regulation or order; and
- (G) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor or any member of the Group,

so that each such obligation shall, for the purposes of such obligations under the A Note Instruments, remain in full force and be construed as if there were no such act, circumstance, variation, omission, matter or thing; and

- (iii) agree that a Finance Party may set off any obligation due and payable by IPC Funding under the Notes (as defined in the A Note Instruments) (to the extent beneficially owned by that Finance Party) against any obligation (whether or not due and payable) owed by that Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in difference currencies, the Finance Party may consent either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. If either obligation is unliquidated or unascertained the Finance Party may set-off in an amount estimated by it to be the amount of that obligation.
- (b) By executing the B Note Instruments, Subco will:
  - (i) irrevocably, unconditionally, jointly and severally:
    - (A) as principal Obligor, and not merely as surety, guarantee to each Finance Party (as defined in the B Note Instruments) prompt performance by each other Obligor of all its obligations under the Note Finance Documents (as defined in the B Note Instruments) and the payments when due of all sums from time to time payable by each other Obligor;



- (B) undertake with each Finance Party (as defined in the B Note Instruments) that whenever IPC Funding does not pay any amount when due under or in connection with any Note Finance Document (as defined in the B Note Instruments), that it shall forthwith on demand by the Noteholders' Agent pay that amount as if it instead of IPC Funding were expressed to be the principal Obligor; and
- (C) indemnify each Finance Party (as defined in the B Note Instruments) on demand against any loss or liability suffered by such Finance Party if any obligation guaranteed by Subco is or becomes unenforceable, invalid or illegal;
- (ii) agree that the obligations of Subco set out in the B Note Instruments will not be affected by any act, circumstance, omission, matter or thing which, but for this provision, would reduce, release or prejudice any of its obligations under the B Note Instruments or prejudice or diminish those obligations in whole or in part, including without limitation (whether or not known to it or any other party to the B Note Instruments):
  - (A) any time, indulgence or waiver granted to, or composition with, any Obligor or other person;
  - (B) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights or remedies against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
  - (C) any legal limitation, disability, incapacity or lack of powers, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person;
  - (D) any variation (however fundamental and whether or not involving an increase in liability of any Obligor) or replacement of a Note Finance Document (as defined in the B Note Instruments) or any other document or security so that references to that Note Finance Document in the B Note Instruments shall include each variation or replacement;
  - (E) any unenforceability, illegality, invalidity or frustration of any obligation of any person under any Note Finance Document (as defined in the B Note Instruments) or any other document or security or any failure of any Obligor or proposed Obligor to become bound by the terms of any Note Finance Document (as defined in the B Note Instruments);
  - (F) any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation of any Obligor under a Note Finance Document (as defined in the B Note Instruments) resulting from any

insolvency, liquidation or dissolution proceedings or from any law, regulation or order; and



(G) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor or any member of the Group,

so that each such obligation shall, for the purposes of such obligations under the B Note Instruments, remain in full force and be construed as if there were no such act. circumstance, variation, omission, matter or thing; and

- (iii) agree that a Finance Party may set off any obligation due and payable by IPC Funding under the Notes (as defined in the B Note Instruments) (to the extent beneficially owned by that Finance Party) against any obligation (whether or not due and payable) owed by that Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in difference currencies, the Finance Party may consent either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. If either obligation is unliquidated or unascertained the Finance Party may set-off in an amount estimated by it to be the amount of that obligation.
- (c) By executing the New Debenture, Subco will:
  - (i) as primary obligor and not merely as surety, covenant with the Security Agent that it will pay or discharge the Secured Liabilities (as defined in the New Debenture) on the due date therefor in the manner provided in the relevant Finance Document (as defined in the New Debenture);
  - (ii) with full title guarantee, charge in favour of the Security Agent 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 all the Secured Liabilities (as defined in the New Debenture);
  - (iii) undertake to, at its own expense, execute and do all such assurances, acts and things as the Security Agent may reasonably require for perfecting or protecting the security intended to be created by the New Debenture over the assets secured thereby (the "Security Assets") or any part thereof or for facilitating (if and when such security becomes enforceable) the realisation of the Security Assets or any part thereof and in the exercise of all powers, authorities and discretions vested in the Security Agent (or any receiver appointed pursuant to the New Debenture) of the Security Assets or any part thereof or in any delegate or sub-delegate of the Security Agent or any such receiver. To that intent, Subco will undertake, in particular, to execute all transfers, conveyances, assignments and assurances of such property whether to the Security Agent or to its nominees and give all notices, orders and directions and make all registrations which the Security Agent may reasonably think expedient; and

(iv)

permit the Security Agent and each Lender (as defined in the New Debenture) to set off any obligation due and payable by Subco (whether under the Finance Documents or which has been assigned to the Security Agent by any other Chargor (as defined in the New Debenture) under the New Debenture) against any obligation (whether or not due and payable) owed by the Security Agent or such Lender (as the case may be) to Subco, regardless of the place of payment, booking branch or currency of either obligation; and, if the obligations are in different currencies, permit the Security Agent or such Lender (as the case may be) to convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off; and, if either obligation is unliquidated or unascertained, permit the Security Agent or such Lender (as the case may be) to set off in an amount estimated by it in good faith to be the amount of that obligation.

- (d) By executing the Intra-Group Loan Agreement Subco, together with, inter alia, its subsidiaries, will make available to, inter alia, IPC Funding and IPC Magazines (UK) Limited revolving credit facilities of up to the sterling equivalent of €28,695,841 and £932,582,358 to be used, inter alia:
  - (i) by IPC Magazines (UK) Limited to make payments under an inter company loan agreement made between IPC Funding as lender and IPC Magazines (UK) Limited as borrower; and
  - (ii) by IPC Funding to make payments when due under the Note Instruments;

and provided that Subco will only be obliged to make advances under the Intra Group Facility Agreement if, inter alia, the aggregate of all monies standing to the credit of its bank accounts exceeds the amount of the proposed advance and Subco is not in liquidation or administration or the subject of a creditor's voluntary arrangement.

- (e) By amending the Priority Agreement by executing the Third Supplemental Priority Agreement Subco will covenant with the Security Agent, inter alia, to pay the Senior Term Loan and the Revolving Credit Facility in priority to the New Mezzanine Debt and to pay the Senior Debt and New Mezzanine Debt in priority to its other payment obligations subject to the terms thereof; and will covenant with the Senior Agent to pay the Senior Debt, the Hedging Liabilities and the New Mezzanine Debt (all as defined in the Third Supplemental Priority Agreement) to the Senior Agent under and to the extent due from it under the Senior Finance Documents, the Hedging Documents or the New Mezzanine Documents (all as defined in the Third Supplemental Priority Agreement) as the case may be.
- (f) By executing the Fourth Supplemental Senior Facility Agreement, with effect from the Effective Date (as defined therein), Subco confirms its knowledge and acceptance of the Senior Facilities Agreement (as amended by the Fourth Supplemental Senior Facility Agreement), affirms that it is bound as an Obligor (as defined in the Fourth Supplemental Facilities Agreement) by the terms of Senior Facilities Agreement (as amended by the Fourth Supplemental Senior Facility Agreement) including, without limitation, any guarantee given by it in the Senior Facilities Agreement (as amended by the Fourth Supplemental Senior Facility Agreement) and confirms that all other Finance Documents (as defined in the Fourth Supplemental Facility Agreement) to which it is a party remain in full force and effect.

References in this form to any agreement or document (or any provisions of, or definitions contained in any agreement or document referred to in 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.

References in this form to any party or person shall include their permitted successors, assigns, transferees and substitutes.

Subco may also incur costs, claims, losses, expenses, liabilities and taxes under the Senior Facility Agreement, the Notes Instruments, the Priority Agreement and New Debenture.



**COMPANIES FORM No. 155(6)b** 

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



Pleas	e	do	noi
write	'n	thi	S
marci	'n		

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

To the Registrar of Companies For official use Company number Please complete (Address overleaf - Note 5) legibly, preferably 53626 in black type, or bold block lettering Name of company Note \* IPC MAGAZINES LIMITED Please read the notes on page 3 before completing this form. \*/We Please see Attachment 1 \* insert full name of company # insert name(s) and address(es) of all the directors t delete as [thex:salex:director] [all the directors]t of the above company (hereinafter called 'this company') do appropriate solemnly and sincerely declare that: The business of this company is: 5 delete whichever is inappropriate 2 2 7 dixtakognishnedicedtxdox gnineemxentxotidibuxdinotiditzaticheenegiikkdalaedcheeningozenixextextedtxdek folydratych xxpenson xauthorisedrander section xxprx4coft the losopennous xxpranios xxct x982 xoxony con insurancedrosiness: drutter tiniter tisingdom § (c) something other than the above § This company is [the] [a] holding company of \_\_IPC Magazines (Overseas) Limited ("Subco") which is proposing to give financial assistance in connection with the acquisition of shares in [this company] [ International Publishing Corporation Limited

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

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

JXE/1295233

For official Use General Section

the holding company of this company.]t

The assistance is for the purpose of {that asspoisition} [reducing or discharging a liability incurred for the purpose of that acquisition].† (note 1)	Please do not write in this
purpose of that acquisitions triote in	margin  Please complete
The number and class of the shares acquired or to be acquired is: Please see Attachment 2	legibly, preferable in black type, or bold block lettering
The assistance is to be given to: (note 2) IPC Magazines (UK) Limited (Company	
Number 3483202) whose registered office is at Kings' Bench Tower, Stamford	
Street, London SE1 9LS	
The assistance will take the form of:	
Please see Attachment 3	
The person who [has acquired] [willbacquire] the shares is:	<b>A</b> - <b>3</b> -1-4
IPC Magazines (UK) Limited	t delete as appropriate
The principal terms on which the assistance will be given are:	
Please see Attachment 4	
<u></u>	
The amount (if any) by which the net assets of the company which is giving the assistance will be reduced by giving it is $\frac{Nil}{}$	
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  $\mathfrak{L}_{\underline{\phantom{a}}}^{\underline{\phantom{a}}\underline{\phantom{a}}\underline{\phantom{a}}}$ 

Please	do not
write in	this
margin	

The date on which the assistance is to be given is the date hereof or within 8 weeks

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 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) [I/We have formed the opinion that this company will be able to pay its debts as they fail due during the year immediately following that date]\* (note 3)
- (b) fitxisxintendedxtaxxoommencexthexwindingengxafxthisxcompanyxwithinxf2xmenthsxafxthetxdatexand.dxme xavexfanned:thexxopiciooxthetxhisxcompanyxwilkles:ablextaxpeyxits:xlebtsxioxfullweithinxd2xmenthsxofxthe xoommencentxafxthexwindingeng\* (note 3)

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 Travelocka	Declarants to sign below
Church Road Crawley	
the 10th day of August	700 m
one thousand nine hundred and ninety nine	
before me MINESH KANTILAL PA	rer, Solicitor

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

- 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

#### Attachment 1 - Form G155(6)b

Michael Matthew of Rodwell Manor, West Lambrook, South Pemberton, Somerset TA13 5HA, William Aley of Grove Cottage, Woodham Walter, Maldon, Essex CM9 6RX, Colin Reeves-Smith of 3 Purley Knoll, Purley, Surrey CR8 3AF, Thomas Arculus of Berry Leas, 35 Duck Street, Elton, Peterborough, Cambs PE8 6RQ, Sylvia Auton of 63 Meadway, London N14 6NJ, Sylvia Bailey of 5 Blyth's Wharf, Narrow Street, Limehouse, London E14 8DQ, Rene Carayol of 3 Victoria Rise, Hillgrove Road, Swiss Cottage, London NW6 4TH, Linda Lancaster-Gaye of 32 Dundee Court, 73 Wapping High Street, London E1 9YG, Andrew McDuff of 26 Clifton Road, Winchester, Hampshire SO22 5BU, David Stam of 42 Tormead Road, Guildford, Surrey GU1 2JB, Arthur Tanner of 26 Vancouver Road, Forest Hill, London SE23 2AF.

Attachment 2 - Form 155(6)b

183,831,523 ordinary shares of 25 pence each

#### Attachment 3 - Form 155(6)b

The execution and delivery by Subco in connection with:-

- a senior facilities agreement (as the same has been and may be amended, varied or supplemented from time to time) (the "Senior Facilities Agreement") dated 5 January 1998 and entered into between, inter alia, IPC Magazines (UK) Limited, Goldman Sachs International as Arranger and Syndication Agent and Goldman Sachs Credit Partners, L.P. as Original Bank (all defined terms as defined in the Senior Facilities Agreement) and containing a guarantee pursuant to which, inter alia, Subco has guaranteed payment when due of all sums from time to time payable by each other Obligor (as defined therein); and
- a debenture (as the same has been and may be amended, varied or supplemented from time to time) (the "Debenture") dated 19th January 1998 entered into between, inter alia, Subco and the Security Agent pursuant to which Subco covenanted to pay and discharge the Secured Liabilities (as defined therein) on the due date and created fixed and floating charges over all its assets and undertakings by way of security for the Secured Liabilities;
- a priority agreement (as the same has been and may be amended, varied or supplemented from time to time) (the "Priority Agreement") dated 5 January 1998 regulating the priority arrangements between, inter alia, the Senior Creditors, the Mezzanine Creditors and the Investors (each as defined therein),

#### of the following:

- (a) supplemental senior facility agreement between, inter alia, IPC Magazines (UK) Limited (as Borrower), the Guarantors, Goldman Sachs International as Arranger and Syndication Agent and Goldman Sachs Credit Partners, L.P. as Original Bank (as the same may be varied, amended and supplemented from time to time, the "Fourth Supplemental Senior Facility Agreement");
- (b) discount loan note instruments (as the same may be amended, varied, supplemented or restated, from time to time) entered into between IPC Finance Limited ("IPC Funding"), certain companies (including Subco) as guarantors and Intermediate Capital Group PLC (as noteholders' agent) together constituting senior subordinated A notes with an aggregate issue price of £43,000,000 (the "A Note Instruments");
- (c) discount loan note instruments (as the same may be amended, varied, supplemented or restated, from time to time) entered into between IPC Funding, certain companies (including Subco) as guarantors and Intermediate Capital Group PLC (as noteholders' agent) together constituting senior subordinated B notes with an aggregate issue price of €15,072,000 (the "B Note Instruments");
- (d) a Common Terms Deed (as the same may be amended, varied, supplemented or restated, from time to time) entered into between IPC Group Limited, IPC Funding,

certain companies (including Subco) as guarantors and Intermediate Capital Group PLC (as noteholders' agent) and the Original Noteholders (as defined therein) setting out certain terms and conditions common to all the A Note Instruments and the B Note Instruments (the "Common Terms Deed");

(together the A Note Instruments, the B Note Instruments and the Common Terms Deed are hereinafter referred to as the "Note Instruments");

- (e) supplemental priority agreement (as the same may be amended, varied, supplemented or restated, from time to time) entered into between, inter alia, IPC Magazines (UK) Limited, Subco and Barclays Bank PLC (as facility agent) (the "Third Supplemental Priority Agreement");
- (f) debenture (as the same may be amended, varied, supplemented or restated, from time to time) entered into by, inter alia, Subco in favour of Barclays Bank PLC (as security agent) granting fixed and floating charges over all its assets (the "New Debenture"); and
- (g) Intra-group loan agreement (as the same may be amended, varied, supplemented or restated, from time to time) between, inter alia, IPC Funding and IPC Magazines (UK) Limited and Subco (the "Intra-Group Loan Agreement").

#### Attachment 4 - Form 155(6)b

- (a) By executing the A Note Instruments, Subco will:
  - (i) irrevocably, unconditionally, jointly and severally:
    - (A) as principal Obligor, and not merely as surety, guarantee to each Finance Party (as defined in the A Note Instruments) prompt performance by each other Obligor of all its obligations under the Note Finance Documents (as defined in the A Note Instruments) and the payments when due of all sums from time to time payable by each other Obligor;
    - (B) undertake with each Finance Party (as defined in the A Note Instruments) that whenever IPC Funding does not pay any amount when due under or in connection with any Note Finance Document (as defined in the A Note Instruments), that it shall forthwith on demand by the Noteholders' Agent pay that amount as if it instead of IPC Funding were expressed to be the principal Obligor; and
    - (C) indemnify each Finance Party (as defined in the A Note Instruments) on demand against any loss or liability suffered by such Finance Party if any obligation guaranteed by Subco is or becomes unenforceable, invalid or illegal;
  - (ii) agree that the obligations of Subco set out in the A Note Instruments will not be affected by any act, circumstance, omission, matter or thing which, but for this provision, would reduce, release or prejudice any of its obligations under the A Note Instruments or prejudice or diminish those obligations in whole or in part, including without limitation (whether or not known to it or any other party to the A Note Instruments):
    - (A) any time, indulgence or waiver granted to, or composition with, any Obligor or other person;
    - (B) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights or remedies against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
    - (C) any legal limitation, disability, incapacity or lack of powers, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person;

- (D) any variation (however fundamental and whether or not involving an increase in liability of any Obligor) or replacement of a Note Finance Document (as defined in the A Note Instruments) or any other document or security so that references to that Note Finance Document in the A Note Instruments shall include each variation or replacement;
- (E) any unenforceability, illegality, invalidity or frustration of any obligation of any person under any Note Finance Document (as defined in the A Note Instruments) or any other document or security or any failure of any Obligor or proposed Obligor to become bound by the terms of any Note Finance Document (as defined in the A Note Instruments);
- (F) any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation of any Obligor under a Note Finance Document (as defined in the A Note Instruments) resulting from any insolvency, liquidation or dissolution proceedings or from any law, regulation or order; and
- (G) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor or any member of the Group,

so that each such obligation shall, for the purposes of such obligations under the A Note Instruments, remain in full force and be construed as if there were no such act, circumstance, variation, omission, matter or thing; and

- (iii) agree that a Finance Party may set off any obligation due and payable by IPC Funding under the Notes (as defined in the A Note Instruments) (to the extent beneficially owned by that Finance Party) against any obligation (whether or not due and payable) owed by that Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in difference currencies, the Finance Party may consent either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. If either obligation is unliquidated or unascertained the Finance Party may set-off in an amount estimated by it to be the amount of that obligation.
- (b) By executing the B Note Instruments, Subco will:
  - (i) irrevocably, unconditionally, jointly and severally:
    - (A) as principal Obligor, and not merely as surety, guarantee to each Finance Party (as defined in the B Note Instruments) prompt performance by each other Obligor of all its obligations under the Note Finance Documents (as defined in the B Note Instruments) and the payments when due of all sums from time to time payable by each other Obligor;

- (B) undertake with each Finance Party (as defined in the B Note Instruments) that whenever IPC Funding does not pay any amount when due under or in connection with any Note Finance Document (as defined in the B Note Instruments), that it shall forthwith on demand by the Noteholders' Agent pay that amount as if it instead of IPC Funding were expressed to be the principal Obligor; and
- (C) indemnify each Finance Party (as defined in the B Note Instruments) on demand against any loss or liability suffered by such Finance Party if any obligation guaranteed by Subco is or becomes unenforceable, invalid or illegal;
- (ii) agree that the obligations of Subco set out in the B Note Instruments will not be affected by any act, circumstance, omission, matter or thing which, but for this provision, would reduce, release or prejudice any of its obligations under the B Note Instruments or prejudice or diminish those obligations in whole or in part, including without limitation (whether or not known to it or any other party to the B Note Instruments):
  - (A) any time, indulgence or waiver granted to, or composition with, any Obligor or other person;
  - (B) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights or remedies against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
  - any legal limitation, disability, incapacity or lack of powers, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person;
  - (D) any variation (however fundamental and whether or not involving an increase in liability of any Obligor) or replacement of a Note Finance Document (as defined in the B Note Instruments) or any other document or security so that references to that Note Finance Document in the B Note Instruments shall include each variation or replacement;
  - (E) any unenforceability, illegality, invalidity or frustration of any obligation of any person under any Note Finance Document (as defined in the B Note Instruments) or any other document or security or any failure of any Obligor or proposed Obligor to become bound by the terms of any Note Finance Document (as defined in the B Note Instruments);
  - (F) any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation of any Obligor under a Note Finance Document (as defined in the B Note Instruments) resulting from any

insolvency, liquidation or dissolution proceedings or from any law, regulation or order; and

(G) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor or any member of the Group,

so that each such obligation shall, for the purposes of such obligations under the B Note Instruments, remain in full force and be construed as if there were no such act, circumstance, variation, omission, matter or thing; and

- (iii) agree that a Finance Party may set off any obligation due and payable by IPC Funding under the Notes (as defined in the B Note Instruments) (to the extent beneficially owned by that Finance Party) against any obligation (whether or not due and payable) owed by that Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in difference currencies, the Finance Party may consent either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. If either obligation is unliquidated or unascertained the Finance Party may set-off in an amount estimated by it to be the amount of that obligation.
- (c) By executing the New Debenture, Subco will:
  - (i) as primary obligor and not merely as surety, covenant with the Security Agent that it will pay or discharge the Secured Liabilities (as defined in the New Debenture) on the due date therefor in the manner provided in the relevant Finance Document (as defined in the New Debenture);
  - (ii) with full title guarantee, charge in favour of the Security Agent 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 all the Secured Liabilities (as defined in the New Debenture);
  - undertake to, at its own expense, execute and do all such assurances, acts and things as the Security Agent may reasonably require for perfecting or protecting the security intended to be created by the New Debenture over the assets secured thereby (the "Security Assets") or any part thereof or for facilitating (if and when such security becomes enforceable) the realisation of the Security Assets or any part thereof and in the exercise of all powers, authorities and discretions vested in the Security Agent (or any receiver appointed pursuant to the New Debenture) of the Security Assets or any part thereof or in any delegate or sub-delegate of the Security Agent or any such receiver. To that intent, Subco will undertake, in particular, to execute all transfers, conveyances, assignments and assurances of such property whether to the Security Agent or to its nominees and give all notices, orders and directions and make all registrations which the Security Agent may reasonably think expedient; and

- off any obligation due and payable by Subco (whether under the Finance Documents or which has been assigned to the Security Agent by any other Chargor (as defined in the New Debenture) under the New Debenture) against any obligation (whether or not due and payable) owed by the Security Agent or such Lender (as the case may be) to Subco, regardless of the place of payment, booking branch or currency of either obligation; and, if the obligations are in different currencies, permit the Security Agent or such Lender (as the case may be) to convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off; and, if either obligation is unliquidated or unascertained, permit the Security Agent or such Lender (as the case may be) to set off in an amount estimated by it in good faith to be the amount of that obligation.
- (d) By executing the Intra-Group Loan Agreement Subco, together with, inter alia, its subsidiaries, will make available to, inter alia, IPC Funding and IPC Magazines (UK) Limited revolving credit facilities of up to the sterling equivalent of €28,695,841 and £932,582,358 to be used, inter alia:
  - (i) by IPC Magazines (UK) Limited to make payments under an inter company loan agreement made between IPC Funding as lender and IPC Magazines (UK) Limited as borrower; and
  - (ii) by IPC Funding to make payments when due under the Note Instruments;

and provided that Subco will only be obliged to make advances under the Intra Group Facility Agreement if, inter alia, the aggregate of all monies standing to the credit of its bank accounts exceeds the amount of the proposed advance and Subco is not in liquidation or administration or the subject of a creditor's voluntary arrangement.

- (e) By amending the Priority Agreement by executing the Third Supplemental Priority Agreement Subco will covenant with the Security Agent, inter alia, to pay the Senior Term Loan and the Revolving Credit Facility in priority to the New Mezzanine Debt and to pay the Senior Debt and New Mezzanine Debt in priority to its other payment obligations subject to the terms thereof; and will covenant with the Senior Agent to pay the Senior Debt, the Hedging Liabilities and the New Mezzanine Debt (all as defined in the Third Supplemental Priority Agreement) to the Senior Agent under and to the extent due from it under the Senior Finance Documents, the Hedging Documents or the New Mezzanine Documents (all as defined in the Third Supplemental Priority Agreement) as the case may be.
- (f) By executing the Fourth Supplemental Senior Facility Agreement, with effect from the Effective Date (as defined therein), Subco confirms its knowledge and acceptance of the Senior Facilities Agreement (as amended by the Fourth Supplemental Senior Facility Agreement), affirms that it is bound as an Obligor (as defined in the Fourth Supplemental Facilities Agreement) by the terms of Senior Facilities Agreement (as amended by the Fourth Supplemental Senior Facilities Agreement) including, without limitation, any guarantee given by it in the Senior Facilities Agreement (as amended by the Fourth Supplemental Senior Facility Agreement) and confirms that all other Finance Documents (as defined in the Fourth Supplemental Facility Agreement) to which it is a party remain in full force and effect.

References in this form to any agreement or document (or any provisions of, or definitions contained in any agreement or document referred to in 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.

References in this form to any party or person shall include their permitted successors, assigns, transferees and substitutes.

Subco may also incur costs, claims, losses, expenses, liabilities and taxes under the Senior Facility Agreement, the Notes Instruments, the Priority Agreement and New Debenture.



**COMPANIES FORM No. 155(6)b** 

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



Please do not write in this margin Pursuant to section 155(6) of the Companies Act 1985

Please complete legibly, preferably in black type, or To the Registrar of Companies (Address overleaf - Note 5)

\* IPC MAGAZINES LIMITED

\*/We p Please see Attachment 1

Name of company

For official use Company number
53626

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

t delete as appropriate

§ delete whichever is inappropriate The business of this company is:

(a) xthat xofx ax free agnised; bankly, file assed xinst itotion it xwithin xthe xmaaning; xofx the x Banking; Act x 1979 §
(b) xthat xofx a present authorised condex section x8 con x x to it is a managed and a section of the x to it is a managed and x to

(c) something other than the above§

This company is [the] [a] holding company of IPC electric Limited ("Subco")		
	which is	
proposing to give financial assistance in connection with the acqu	uisition of shares	
in {this company] [ International Publishing Corporat	ion Limited	
	the holding company of this company.]†	

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

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

JXE/1301565

For official Use General Section

COMPANIES HOUSE 02/09/99

The assistance is for the purpose of that acquisition].† (note 1)	Please do not write in this margin	
The number and class of the shares acquired or to be acquired is: Please see Attachment 2		
The assistance is to be given to: (note 2) IPC Magazines (UK) Limited (Company		
Number 3483202) whose registered office is at Kings' Bench Tower, Stamford		
Street, London SE1 9LS		
The assistance will take the form of:		
Please see Attachment 3		
*		
The person who [has acquired] [withacquire] the shares is:	t delete as	
IPC Magazines (UK) Limited	appropriate	
The principal terms on which the assistance will be given are:		
Please 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		
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	Page 2	

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	write	in	thi	s
	marnir			

• • • • •

The date on which the assistance is to be given is the date hereof or within 8 weeks

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) [k/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) filtriscintendecktaroommencecthecomisdingesparaficitiscompanyxwithinxt@xmantharofathetxtanetxtome have sharmacktharopicionxthatxthiaxacmpanyxwilklaresoldectaropsyxitscolabscincfullxwithinxt@xmantharofathe compandementarofathetxindingespara\* (note 3)

And  $\frac{1}{2}$ /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 Forte Travelodge	Declarants to sign below
Church Road Crowley West Sussex	10 M
the loth day of August	May My
one thousand nine hundred and ninetu nine	

before me MINESH KANTILAL PATEL, Solicitor

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**

- 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

#### Attachment 1 - Form G155(6)b

Michael Matthew of Rodwell Manor, West Lambrook, South Pemberton, Somerset TA13 5HA, William Aley of Grove Cottage, Woodham Walter, Maldon, Essex CM9 6RX, Colin Reeves-Smith of 3 Purley Knoll, Purley, Surrey CR8 3AF, Thomas Arculus of Berry Leas, 35 Duck Street, Elton, Peterborough, Cambs PE8 6RQ, Sylvia Auton of 63 Meadway, London N14 6NJ, Sylvia Bailey of 5 Blyth's Wharf, Narrow Street, Limehouse, London E14 8DQ, Rene Carayol of 3 Victoria Rise, Hillgrove Road, Swiss Cottage, London NW6 4TH, Linda Lancaster-Gaye of 32 Dundee Court, 73 Wapping High Street, London E1 9YG, Andrew McDuff of 26 Clifton Road, Winchester, Hampshire SO22 5BU, David Stam of 42 Tormead Road, Guildford, Surrey GU1 2JB, Arthur Tanner of 26 Vancouver Road, Forest Hill, London SE23 2AF.

The electric attachment

Attachment 2 - Form 155(6)b

183,831,523 ordinary shares of 25 pence each

#### Attachment 3 - Form 155(6)b

The execution and delivery by Subco in connection with:-

- a senior facilities agreement (as the same has been and may be amended, varied or supplemented from time to time) (the "Senior Facilities Agreement") dated 5 January 1998 and entered into between, inter alia, IPC Magazines (UK) Limited, Goldman Sachs International as Arranger and Syndication Agent and Goldman Sachs Credit Partners, L.P. as Original Bank (all defined terms as defined in the Senior Facilities Agreement) and containing a guarantee pursuant to which, inter alia, the Company has guaranteed payment when due of all sums from time to time payable by each other Obligor (as defined therein); and
- a debenture (as the same has been and may be amended, varied or supplemented from time to time) (the "Debenture") dated 19<sup>th</sup> January 1998 entered into between, inter alia, the Company and the Security Agent pursuant to which the Company covenanted to pay and discharge the Secured Liabilities (as defined therein) on the due date and created fixed and floating charges over all its assets and undertakings by way of security for the Secured Liabilities;
- 3. a priority agreement (as the same has been and may be amended, varied or supplemented from time to time) (the "Priority Agreement") dated 5 January 1998 regulating the priority arrangements between, inter alia, the Senior Creditors, the Mezzanine Creditors and the Investors (each as defined therein),

#### of the following:

- (a) a guarantor accession agreement (the "Guarantor Accession Agreement") to a supplemental senior facility agreement between, inter alia, IPC Magazines (UK) Limited (as Borrower), the Guarantors, Goldman Sachs International as Arranger and Syndication Agent and Goldman Sachs Credit Partners, L.P. as Original Bank (as the same may be varied, amended and supplemented from time to time, the "Fourth Supplemental Senior Facility Agreement");
- (b) discount loan note instruments (as the same may be amended, varied, supplemented or restated, from time to time) entered into between IPC Finance Limited ("IPC Funding"), certain companies (including Subco) as guarantors and Intermediate Capital Group PLC (as noteholders' agent) together constituting senior subordinated A notes with an aggregate issue price of £43,000,000 (the "A Note Instruments");
- (c) discount loan note instruments (as the same may be amended, varied, supplemented or restated, from time to time) entered into between IPC Funding, certain companies (including Subco) as guarantors and Intermediate Capital Group PLC (as noteholders' agent) together constituting senior subordinated B notes with an aggregate issue price of €15,072,000 (the "B Note Instruments");

(d) a Common Terms Deed (as the same may be amended, varied, supplemented or restated, from time to time) entered into between IPC Group Limited, IPC Funding, certain companies (including Subco) as guarantors and Intermediate Capital Group PLC (as noteholders' agent) and the Original Noteholders (as defined therein) setting out certain terms and conditions common to all the A Note Instruments and the B Note Instruments (the "Common Terms Deed");

(together the A Note Instruments, the B Note Instruments and the Common Terms Deed are hereinafter referred to as the "Note Instruments");

- (e) an accession agreement (the "Priority Accession Agreement") to a supplemental priority agreement (as the same may be amended, varied, supplemented or restated, from time to time) entered into between, inter alia, IPC Magazines (UK) Limited, Subco and Barclays Bank PLC (as facility agent) (the "Third Supplemental Priority Agreement");
- (f) an accession agreement (the "Debenture Accession Agreement") to the Debenture to be entered into between Subco and Barclays Bank PLC as Security Agent pursuant to which Subco would covenant to pay and discharge the Secured Liabilities (as defined in the Debenture) on the due date and would create fixed and floating charges over all its assets and undertakings by way of security for the Secured Liabilities (as defined in the Debenture);
- (g) debenture (as the same may be amended, varied, supplemented or restated, from time to time) entered into by, inter alia, Subco in favour of Barclays Bank PLC (as security agent) granting fixed and floating charges over all its assets (the "New Debenture"); and
- (h) Intra-group loan agreement (as the same may be amended, varied, supplemented or restated, from time to time) between, inter alia, IPC Funding and IPC Magazines (UK) Limited and Subco (the "Intra-Group Loan Agreement").

#### Attachment 4 - Form 155(6)b

- (a) By executing the A Note Instruments, Subco will:
  - (i) irrevocably, unconditionally, jointly and severally:
    - (A) as principal Obligor, and not merely as surety, guarantee to each Finance Party (as defined in the A Note Instruments) prompt performance by each other Obligor of all its obligations under the Note Finance Documents (as defined in the A Note Instruments) and the payments when due of all sums from time to time payable by each other Obligor;
    - (B) undertake with each Finance Party (as defined in the A Note Instruments) that whenever IPC Funding does not pay any amount when due under or in connection with any Note Finance Document (as defined in the A Note Instruments), that it shall forthwith on demand by the Noteholders' Agent pay that amount as if it instead of IPC Funding were expressed to be the principal Obligor; and
    - (C) indemnify each Finance Party (as defined in the A Note Instruments) on demand against any loss or liability suffered by such Finance Party if any obligation guaranteed by Subco is or becomes unenforceable, invalid or illegal;
  - (ii) agree that the obligations of Subco set out in the A Note Instruments will not be affected by any act, circumstance, omission, matter or thing which, but for this provision, would reduce, release or prejudice any of its obligations under the A Note Instruments or prejudice or diminish those obligations in whole or in part, including without limitation (whether or not known to it or any other party to the A Note Instruments):
    - (A) any time, indulgence or waiver granted to, or composition with, any Obligor or other person;
    - (B) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights or remedies against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
    - (C) any legal limitation, disability, incapacity or lack of powers, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person;

- (D) any variation (however fundamental and whether or not involving an increase in liability of any Obligor) or replacement of a Note Finance Document (as defined in the A Note Instruments) or any other document or security so that references to that Note Finance Document in the A Note Instruments shall include each variation or replacement;
- (E) any unenforceability, illegality, invalidity or frustration of any obligation of any person under any Note Finance Document (as defined in the A Note Instruments) or any other document or security or any failure of any Obligor or proposed Obligor to become bound by the terms of any Note Finance Document (as defined in the A Note Instruments);
- (F) any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation of any Obligor under a Note Finance Document (as defined in the A Note Instruments) resulting from any insolvency, liquidation or dissolution proceedings or from any law, regulation or order; and
- (G) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor or any member of the Group,

so that each such obligation shall, for the purposes of such obligations under the A Note Instruments, remain in full force and be construed as if there were no such act, circumstance, variation, omission, matter or thing; and

- (iii) agree that a Finance Party may set off any obligation due and payable by IPC Funding under the Notes (as defined in the A Note Instruments) (to the extent beneficially owned by that Finance Party) against any obligation (whether or not due and payable) owed by that Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in difference currencies, the Finance Party may consent either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. If either obligation is unliquidated or unascertained the Finance Party may set-off in an amount estimated by it to be the amount of that obligation.
- (b) By executing the B Note Instruments, Subco will:
  - (i) irrevocably, unconditionally, jointly and severally:
    - (A) as principal Obligor, and not merely as surety, guarantee to each Finance Party (as defined in the B Note Instruments) prompt performance by each other Obligor of all its obligations under the Note Finance Documents (as defined in the B Note Instruments) and the payments when due of all sums from time to time payable by each other Obligor;

- (B) undertake with each Finance Party (as defined in the B Note Instruments) that whenever IPC Funding does not pay any amount when due under or in connection with any Note Finance Document (as defined in the B Note Instruments), that it shall forthwith on demand by the Noteholders' Agent pay that amount as if it instead of IPC Funding were expressed to be the principal Obligor; and
- (C) indemnify each Finance Party (as defined in the B Note Instruments) on demand against any loss or liability suffered by such Finance Party if any obligation guaranteed by Subco is or becomes unenforceable, invalid or illegal;
- (ii) agree that the obligations of Subco set out in the B Note Instruments will not be affected by any act, circumstance, omission, matter or thing which, but for this provision, would reduce, release or prejudice any of its obligations under the B Note Instruments or prejudice or diminish those obligations in whole or in part, including without limitation (whether or not known to it or any other party to the B Note Instruments):
  - (A) any time, indulgence or waiver granted to, or composition with, any Obligor or other person;
  - (B) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights or remedies against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
  - (C) any legal limitation, disability, incapacity or lack of powers, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person;
  - (D) any variation (however fundamental and whether or not involving an increase in liability of any Obligor) or replacement of a Note Finance Document (as defined in the B Note Instruments) or any other document or security so that references to that Note Finance Document in the B Note Instruments shall include each variation or replacement;
  - (E) any unenforceability, illegality, invalidity or frustration of any obligation of any person under any Note Finance Document (as defined in the B Note Instruments) or any other document or security or any failure of any Obligor or proposed Obligor to become bound by the terms of any Note Finance Document (as defined in the B Note Instruments);
  - (F) any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation of any Obligor under a Note Finance Document (as defined in the B Note Instruments) resulting from any

insolvency, liquidation or dissolution proceedings or from any law, regulation or order; and

(G) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor or any member of the Group,

so that each such obligation shall, for the purposes of such obligations under the B Note Instruments, remain in full force and be construed as if there were no such act, circumstance, variation, omission, matter or thing; and

(iii) agree that a Finance Party may set off any obligation due and payable by IPC Funding under the Notes (as defined in the B Note Instruments) (to the extent beneficially owned by that Finance Party) against any obligation (whether or not due and payable) owed by that Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in difference currencies, the Finance Party may consent either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. If either obligation is unliquidated or unascertained the Finance Party may set-off in an amount estimated by it to be the amount of that obligation.

#### (c) By executing the New Debenture, Subco will:

- (i) as primary obligor and not merely as surety, covenant with the Security Agent that it
  will pay or discharge the Secured Liabilities (as defined in the New Debenture) on
  the due date therefor in the manner provided in the relevant Finance Document (as
  defined in the New Debenture);
- (ii) with full title guarantee, charge in favour of the Security Agent 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 all the Secured Liabilities (as defined in the New Debenture);
- undertake to, at its own expense, execute and do all such assurances, acts and things as the Security Agent may reasonably require for perfecting or protecting the security intended to be created by the New Debenture over the assets secured thereby (the "Security Assets") or any part thereof or for facilitating (if and when such security becomes enforceable) the realisation of the Security Assets or any part thereof and in the exercise of all powers, authorities and discretions vested in the Security Agent (or any receiver appointed pursuant to the New Debenture) of the Security Assets or any part thereof or in any delegate or sub-delegate of the Security Agent or any such receiver. To that intent, Subco will undertake, in particular, to execute all transfers, conveyances, assignments and assurances of such property whether to the Security Agent or to its nominees and give all notices, orders and directions and make all registrations which the Security Agent may reasonably think expedient; and

- (iv) permit the Security Agent and each Lender (as defined in the New Debenture) to set off any obligation due and payable by Subco (whether under the Finance Documents or which has been assigned to the Security Agent by any other Chargor (as defined in the New Debenture) under the New Debenture) against any obligation (whether or not due and payable) owed by the Security Agent or such Lender (as the case may be) to Subco, regardless of the place of payment, booking branch or currency of either obligation; and, if the obligations are in different currencies, permit the Security Agent or such Lender (as the case may be) to convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off; and, if either obligation is unliquidated or unascertained, permit the Security Agent or such Lender (as the case may be) to set off in an amount estimated by it in good faith to be the amount of that obligation.
- (d) By executing the Intra-Group Loan Agreement Subco, together with, inter alia, the Company, will make available to, inter alia, IPC Funding and IPC Magazines (UK) Limited revolving credit facilities of up to the sterling equivalent of €28,695,841 and £932,582,358 to be used, inter alia:
  - by IPC Magazines (UK) Limited to make payments under an inter company loan agreement made between IPC Funding as lender and IPC Magazines (UK) Limited as borrower; and
  - (ii) by IPC Funding to make payments when due under the Note Instruments;

and provided that Subco will only be obliged to make advances under the Intra Group Facility Agreement if, inter alia, the aggregate of all monies standing to the credit of its bank accounts exceeds the amount of the proposed advance and Subco is not in liquidation or administration or the subject of a creditor's voluntary arrangement.

- (e) By executing the Debenture Accession Agreement Subco will:
  - (i) as primary obligor and not merely as surety, covenant with the Security Agent that it
    will pay or discharge the Secured Liabilities on the due date therefor in the manner
    provided in the relevant Finance Document (as defined therein);
  - (ii) with full title guarantee, charge in favour of the Security Agent 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 all the Secured Liabilities;
  - undertake to, at its own expense, execute and do all such assurances, acts and things as the Security Agent may reasonably require for perfecting or protecting the security intended to be created by the Debenture over the assets secured thereby (the "Security Assets") or any part thereof or for facilitating (if and when such security becomes enforceable) the realisation of the Security Assets or any part thereof and in the exercise of all powers, authorities and discretions vested in the Security Agent (or any receiver appointed pursuant to the Debenture) of the Security Assets or any part thereof or in any delegate or sub-delegate of the Security Agent or any such receiver.

• ; , ,

To that intent, Subco will undertake, in particular, to execute all transfers, conveyances, assignments and assurances of such property whether to the Security Agent or to its nominees and give all notices, orders and directions and make all registrations which the Security Agent may reasonably think expedient; and

- (iv) permit the Security Agent and each Lender (as defined in the Debenture) to set off any obligation due and payable by Subco (whether under the Finance Documents or which has been assigned to the Security Agent by any other Chargor (as defined in the Debenture) under the Debenture against any obligation (whether or not due and payable) owed by the Security Agent or such Lender (as the case may be) to Subco, regardless of the place of payment, booking branch or currency of either obligation; and, if the obligations are in different currencies, permit the Security Agent or such Lender (as the case may be) to convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off; and, if either obligation is unliquidated or unascertained, permit the Security Agent or such Lender (as the case may be) to set off in an amount estimated by it in good faith to be the amount of that obligation.
- (f) By amending the Priority Agreement by executing the Third Supplemental Priority Agreement Subco will covenant with the Security Agent, inter alia, to pay the Senior Term Loan and the Revolving Credit Facility in priority to the New Mezzanine Debt and to pay the Senior Debt and New Mezzanine Debt in priority to its other payment obligations subject to the terms thereof; and will covenant with the Senior Agent to pay the Senior Debt, the Hedging Liabilities and the New Mezzanine Debt (all as defined in the Third Supplemental Priority Agreement) to the Senior Agent under and to the extent due from it under the Senior Finance Documents, the Hedging Documents or the New Mezzanine Documents (all as defined in the Third Supplemental Priority Agreement) as the case may be.
- (g) By executing the Guarantor Accession Agreement Subco will:
  - (i) irrevocably, unconditionally, jointly and severally:
    - (A) as principal obligor, and not merely as surety, guarantee to each Finance Party (as defined in the Senior Facilities Agreement) prompt performance by each other Obligor of all its obligations under the Senior Finance Documents (as defined in the Senior Facilities Agreement) and the payments when due of all sums from time to time payable by each other Obligor;
    - (B) undertake with each Finance Party that whenever a Borrower (as defined in the Senior Facilities Agreement) does not pay any amount when due under or in connection with a Senior Finance Document, that it shall forthwith on demand by the Facility Agent pay that amount as if it instead of the relevant Borrower were expressed to be the principal obligor;
    - (C) indemnify each Finance Party on demand against any loss or liability suffered by such Finance Party if an obligation guaranteed by the company is or becomes unenforceable, invalid or illegal;

- (ii) agree that the guarantee obligations of the company set out in the Senior Facilities Agreement will not be affected by any act, circumstance, omission, matter or thing which, but for the following, would reduce, release or prejudice any of such obligations or prejudice or diminish such obligations in whole or in part, including without limitation (whether or not known to it or any other party to the Senior Facilities Agreement):
  - (A) any time, indulgence or waiver granted to, or composition with, any Obligor or other person;
  - (B) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights or remedies against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
  - (C) any legal limitation, disability, incapacity or lack of powers, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person;
  - (D) any variation (however fundamental or whether or not involving an increase in liability of any Obligor) or replacement of a Finance Document or any other document or security so that references to that Finance Document shall include each variation or replacement;
  - (E) any unenforceability, illegality, invalidity or frustration or any obligation of any person under any Finance Document or any other document or security or any failure of any Obligor or proposed Obligor to become bound by the terms of any Finance Document; and
  - (F) any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation or any Obligor under a Finance Document resulting from any insolvency, liquidation, or dissolution proceedings or from any law, regulation or order,

so that each such obligation shall, for the purposes of such obligations, remain in full force and be construed as if there were no such act, circumstance, variation, omission, matter or thing; and

(iii) permit any Finance Party to set off any obligation due and payable by the company under the Senior Facilities Agreement (to the extent beneficially owned by that Finance Party) against any obligation (whether or not due and payable) owed by that Finance Party to the company, regardless of the place of payment, booking branch or currency of either obligation; and, if the obligations are in different currencies, permit the Finance Party to convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off; and, if either obligation is

unliquidated or unascertained, permit the Finance Party to set off in amount estimated by it in good faith to be the amount of that obligation.

References in this form to any agreement or document (or any provisions of, or definitions contained in any agreement or document referred to in 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.

References in this form to any party or person shall include their permitted successors, assigns, transferees and substitutes.

Subco may also incur costs, claims, losses, expenses, liabilities and taxes under the Senior Facility Agreement, the Notes Instruments, the Priority Agreement, the Debenture and New Debenture.

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



Please do not write in this margin	Pursuant to section 155(6) of the Companies Act 1985			
Please complete	To the Registrar of Companies	For official use	Company number	
legibly, preferably in black type, or	(Address overleaf - Note 5)		53625	
bold block lettering	Name of company	<b>1</b>		
Note Please read the notes on page 3 before completing this form.	* IPC MAGAZINES LIMITED			
finsert full name of company	*/We ø Ploase see Attachment 1			
insert name(s) and address(es) of all the directors				
t delete as appropriate	thex selective coordical the directors; toof the above	company (hereinal	fter called 'this company') do	
	solemnly and sincerely declare that:			
delete whichover	The business of this company is:			
is inappropriate	PENEL 20Ac got khose vedtu storugnica amu artiu ordinet informistenski sensetik khasi specingopa karatik statu			
	(b):dtatxxt:expensoruauthorised:ander:section:30om:4xof:the:losurence:Gomponias::Act:4988:4o-varryxor			
	insurance-duceaeaskin kinacktoistad tikingdomis			
	(c) something other than the above §			
	This company is [the] [a] holding company ofIPC electric limited ("Subco")			
			which is	
	proposing to give financial assistance in connection with the acquisition of shares			
	in the company   International Publishing	Corporation Lim	ited	
	the holding company of this company.]1			

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

Ashurst Morris Crisp Broadwalk House 5 Appold Street LONDON EC2A 2HA

639 London / City JXE/1301565

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Post room

For official Use

General Section

F.28

The assistance is for the purpose of that acquisition (note t) (reducing or discharging a flability incurred for the purpose of that acquisition).	Pinase do not write in this margin
The number and class of the shares acquired or to be acquired is <u>Please see Attachment 2</u>	Please complete legibly, preferat in black type, or bold block lettering
The assistance is to be given to (note 2) IPC Magazines (UK) Limited (Company	
Number 3483202) whose registered office is at Kings' Bench Tower, Stamford	
Street, London SE1 91S	
The assistance will take the form of:	
<del></del>	
Please see Attachment 3  The person who {has acquired} [wilbacquire] the shares is:	t delete as
IPC Magazines (UK) Limited	appropriate
The principal terms on which the assistance will be given are:	
Please 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	
The amount of cash to be transferred to the person assisted is $\mathfrak{L}^{-\mathrm{Ni} 1}$	
The value of any asset to be transferred to the person assisted is £ Nil	Page 2

Piease	do not
write in	this
marnin	

The date on which the assistance is to be given is the date hereof or within 8 weeks

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) \*#/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)

(b) alto isolate a deduction occurrences the coverding engine first company out that of 25 and other that obtained and denies and denies and denies and denies and denies are the coverding engine first configuration and the coverding engine first configuration and the coverding engine first coverding engine engine first coverding engine engine

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

share of street street spinions the total isosopopous and best as percentas debites in shult within at 2 menths so fo the comment solventes between the control of the cont

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

Declared at Ruo 5 de Outribro 174

the <u>IOHh</u> day of

one thousand nine hundred and

money rune

before me

Feone Juan

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

FIONA SWAINSTON SOLICITOR 174, Rua 5 de Outubro

74, Nua o de Cusubi 8135 ALMANCIL

## **NOTES**

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" set 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, it 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 Terraco Edinburgh EH1 2EB 15:55

#### Attachment 1 - Form G155(6)b

Michael Matthew of Rodwell Manor. West Lambrook. South Pemberton. Somerset TA13-5HA, William Aley of Grove Cottage. Woodham Walter. Maldon. Essex CM9-6RX. Colin Reeves-Smith of 3 Purley Knoll, Purley. Surrey CR8-3AF, Thomas Arculus of Berry Leas, 35 Duck Street, Elton, Peterborough, Cambs PE8-6RQ, Sylvia Auton of 63 Meadway. London N14-6NJ, Sylvia Bailey of 5 Blyth's Wharf, Narrow Street, Limehouse. London E14-8DQ, Rene Carayol of 3 Victoria Rise, Hillgrove Road, Swiss Cottage, London NW6-4TH. Linda Lancaster-Gaye of 32 Dundee Court. 73 Wapping High Street. London E1-9YG. Andrew McDuff of 26 Clifton Road, Winchester, Hampshire SO22-5BU. David Stam of 42: Tormead Road, Guildford, Surrey GU1-2JB.

Arthur Tanner of 26 Vancouver Road, Forest Hill, London SE23-2AF.

The electric attachment

- 1 -

Attachment 2 - Form 155(6)b

183.831,523 ordinary shares of 25 pence each

#### Attachment 3 - Form 155(6)b

The execution and delivery by Subco in connection with:-

- a senior facilities agreement (as the same has been and may be amended, varied or supplemented from time to time) (the "Senior Facilities Agreement") dated 5 January 1998 and entered into between, inter alia, IPC Magazines (UK) Limited, Goldman Sachs International as Arranger and Syndication Agent and Goldman Sachs Credit Partners, L.P. as Original Bank (all defined terms as defined in the Senior Facilities Agreement) and containing a guarantee pursuant to which, inter alia, the Company has guaranteed payment when due of all sums from time to time payable by each other Obligor (as defined therein); and
- a debenture (as the same has been and may be amended, varied or supplemented from time to time) (the "Debenture") dated 19th January 1998 entered into between, inter alia, the Company and the Security Agent pursuant to which the Company covenanted to pay and discharge the Secured Liabilities (as defined therein) on the due date and created fixed and floating charges over all its assets and undertakings by way of security for the Secured Liabilities:
- 3. a priority agreement (as the same has been and may be amended, varied or supplemented from time to time) (the "Priority Agreement") dated 5 January 1998 regulating the priority arrangements between, inter alia, the Senior Creditors, the Mezzanine Creditors and the Investors (each as defined therein).

#### of the following:

- a guarantor accession agreement (the "Guarantor Accession Agreement") to a supplemental senior facility agreement between, inter alia, IPC Magazines (UK) Limited (as Borrower), the Guarantors, Goldman Sachs International as Arranger and Syndication Agent and Goldman Sachs Credit Partners, L.P. as Original Bank (as the same may be varied, amended and supplemented from time to time, the "Fourth Supplemental Senior Facility Agreement"):
- (b) discount loan note instruments (as the same may be amended, varied, supplemented or restated, from time to time) entered into between 4PC Finance Limited ("IPC Funding"), certain companies (including Subco) as guarantors and Intermediate Capital Group PLC (as noteholders' agent) together constituting senior subordinated A notes with an aggregate issue price of £43,000,000 (the "A Note Instruments"):
- (c) discount loan note instruments (as the same may be amended, varied, supplemented or restated, from time to time) entered into between IPC Funding, certain companies (including Subco) as guarantors and Intermediate Capital Group PLC (as noteholders' agent) together constituting senior subordinated B notes with an aggregate issue price of €15,072,000 (the "B Note Instruments");

- 3 -

- (d) a Common Terms Deed (as the same may be amended, varied, supplemented or restated, from time to time) entered into between IPC Group Limited, IPC Funding, certain companies (including Subco) as guarantors and Intermediate Capital Group FLC (as noteholders' agent) and the Original Noteholders (as defined therein) setting cut certain terms and conditions common to all the A Note Instruments and the B Note Instruments (the "Common Terms Deed");
  - (together the A Note Instruments, the B Note Instruments and the Common Terms Deed are hereinafter referred to as the "Note Instruments").
- (e) an accession agreement (the "Priority Accession Agreement") to a supplemental priority agreement (as the same may be amended, varied, supplemented or restated, from time to time) entered into between, inter alia, IPC Magazines (UK) Limited, Subco and Barclays Bank PLC (as facility agent) (the "Third Supplemental Priority Agreement"):
- (f) an accession agreement (the "Debenture Accession Agreement") to the Debenture to be entered into between Subco and Barclays Bank PLC as Scenrity Agent pursuant to which Subco would covenant to pay and discharge the Secured Liabilities (as defined in the Debenture) on the due date and would create fixed and floating charges over all its assets and undertakings by way of security for the Secured Liabilities (as defined in the Debenture):
- (g) debenture (as the same may be amended, varied, supplemented or restated, from time to time) entered into by, inter alia, Subco in favour of Barclays Bank PLC (as security agent) granting fixed and floating charges over all its assets (the "New Debenture"); and
- (h) Intra-group loan agreement (as the same may be amended, varied, supplemented or restated, from time to time) between, inter alia, IPC Funding and IPC Magazines (UK) Limited and Subco (the "Intra-Group Loan Agreement").

#### Attachment 4 - Form 155(6)b

- (a) By executing the A Note Instruments, Subcowill:
  - (i) irrevocably, unconditionally, jointly and severally:
    - (A) as principal Obligor, and not merely as surery, guarantee to each Finance Party (as defined in the A Note Instruments) prompt performance by each other Obligor of all its obligations under the Note Finance Documents (as defined in the A Note Instruments) and the payments when due of all sums from time to time payable by each other Obligor:
    - (B) undertake with each Finance Party (as defined in the A Note Instruments) that whenever IPC Funding does not pay any amount when due under or in connection with any Note Finance Document (as defined in the A Note Instruments), that it shall forthwith on demand by the Noteholders' Agent pay that amount as if it instead of IPC Funding were expressed to be the principal Obligor; and
    - (C) indemnify each Finance Party (as defined in the A Note Instruments) on demand against any loss or liability suffered by such Finance Party if any obligation guaranteed by Subco is or becomes unenforceable, invalid or illegal;
  - (ii) agree that the obligations of Subco set out in the A Note Instruments will not be affected by any act, circumstance, omission, matter or thing which, but for this provision, would reduce, release or prejudice any of its obligations under the A Note Instruments or prejudice or diminish those obligations in whole or in part, including without limitation (whether or not known to it or any other party to the A Note Instruments):
    - (A) any time, indulgence or waiver granted to, or composition with, any Obligor or other person;
    - (B) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights or remedies against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
    - (C) any legal limitation, disability, incapacity or lack of powers, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person;

- 5 -

- (i) any variation (however fundamental and whether or not involving an increase in liability of any Obligor) or replacement of a Note Finance Document (as defined in the A Note Instruments) or any other document or security so that references to that Note Finance Document in the A Note Instruments shall include each variation or replacement;
- (6) any unenforceability, illegality, invalidity or frustration of any obligation of any person under any Note Finance Document (as defined in the A Note Instruments) or any other document or security or any failure of any Obligor or proposed Obligor to become bound by the terms of any Note Finance Document (as defined in the A Note Instruments);
- (F) any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation of any Obligor under a Note Finance Document (as defined in the A Note Instruments) resulting from any insolvency, liquidation or dissolution proceedings or from any law, regulation or order; and
- (G) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor or any member of the Group,

so that each such obligation shall, for the purposes of such obligations under the A Note Instruments, remain in full force and be construed as if there were no such act, circumstance, variation, omission, matter or thing; and

- (iii) agree that a Finance Party may set off any obligation due and payable by IPC Funding under the Notes (as defined in the A Note Instruments) (to the extent beneficially owned by that Finance Party) against any obligation (whether or not due and payable) owed by that Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in difference currencies, the Finance Party may consent either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. If either obligation is indiquidated or unascertained the Finance Party may set-off in an amount estimated by it to be the amount of that obligation.
- (b) By executing the B Note Instruments. Subco will:
  - (i) irrevocably, unconditionally, jointly and severally:
    - (A) as principal Obligor, and not merely as surety, guarantee to each Finance Party (as defined in the B Note Instruments) prompt performance by each other Obligor of all its obligations under the Note Finance Documents (as defined in the B Note Instruments) and the payments when due of all sums from time to time payable by each other Obligor;

- (B) undertake with each Finance Party (as defined in the B Note Instruments) that whenever IPC Funding does not pay any amount when due under or in connection with any Note Finance Document (as defined in the B Note Instruments), that it shall forthwith on demand by the Noteholders' Agent pay that amount as if it instead of IPC Funding were expressed to be the principal Obligor; and
- (C) indemnify each Finance Party (as defined in the B Note Instruments) on demand against any loss or liability suffered by such Finance Party if any obligation guaranteed by Subco is or becomes unenforceable, invalid or illegal:
- (ii) agree that the obligations of Subco set out in the B Note Instruments will not be affected by any act, circumstance, omission, matter or thing which, but for this provision, would reduce, release or prejudice any of its obligations under the B Note Instruments or prejudice or diminish those obligations in whole or in part, including without limitation (whether or not known to it or any other party to the B Note Instruments):
  - (A) any time, indulgence or waiver granted to, or composition with, any Obligor or other person;
  - (E) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights or remedies against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security:
  - any legal limitation, disability, incapacity or lack of powers, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person;
  - (D) any variation (however fundamental and whether or not involving an increase in liability of any Obligor) or replacement of a Note Finance Document (as defined in the B Note Instruments) or any other document or security so that references to that Note Finance Document in the B Note Instruments shall include each variation or replacement;
  - (E) any unenforceability, illegality, invalidity or frustration of any obligation of any person under any Note Finance Document (as defined in the B Note Instruments) or any other document or security or any failure of any Obligor or proposed Obligor to become bound by the terms of any Note Finance Document (as defined in the B Note Instruments).
  - (F) any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation of any Obligor under a Note Finance Document (as defined in the B Note Instruments) resulting from any

insolvency, liquidation or dissolution proceedings or from any law, regulation or order; and

(G) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor or any member of the Group,

so that each such obligation shall, for the purposes of such obligations under the B Note Instruments, remain in full force and be construed as if there were no such act, circumstance, variation, omission, matter or thing; and

- (iii) agree that a Finance Party may set off any obligation due and payable by IPC Funding under the Notes (as defined in the B Note Instruments) (to the extent beneficially owned by that Finance Party) against any obligation (whether or not due and payable) owed by that Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in difference currencies, the Finance Party may consent either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. It either obligation is unliquidated or unascertained the Finance Party may set-off in an amount estimated by it to be the amount of that obligation.
- (e) By executing the New Debenture, Subco will:
  - (i) as primary obligor and not merely as surety, covenant with the Security Agent that it will pay or discharge the Secured Liabilities (as defined in the New Debenture) on the due date therefor in the manner provided in the relevant Finance Document (as defined in the New Debenture);
  - (ii) with full title guarantee, charge in favour of the Security Agent 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 all the Secured Liabilities (as defined in the New Debenture);
  - undertake to, at its own expense, execute and do all such assurances, acts and things as the Security Agent may reasonably require for perfecting or protecting the security intended to be created by the New Debenture over the assets secured thereby (the "Security Assets") or any part thereof or for facilitating (if and when such security becomes enforceable) the realisation of the Security Assets or any part thereof and in the exercise of all powers, authorities and discretions vested in the Security Agent (or any receiver appointed pursuant to the New Debenture) of the Security Assets or any part thereof or in any delegate or sub-delegate of the Security Agent or any such receiver. To that intent, Subco will undertake, in particular, to execute all transfers, conveyances, assignments and assurances of such property whether to the Security Agent or to its nominees and give all notices, orders and directions and make all registrations which the Security Agent may reasonably think expedient; and

- (iv) permit the Security Agent and each Lender (as defined in the New Debenture) to set off any obligation due and payable by Subco (whether under the Finance Documents or which has been assigned to the Security Agent by any other Chargor (as defined in the New Debenture) under the New Debenture) against any obligation (whether or not due and payable) owed by the Security Agent or such Lender (as the case may be) to Subco, regardless of the place of payment, booking branch or currency of either obligation; and, if the obligations are in different currencies, permit the Security Agent or such Lender (as the case may be) to convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off; and, if either obligation is unliquidated or unascertained, permit the Security Agent or such Lender (as the case may be) to set off in an amount estimated by it in good faith to be the amount of that obligation.
- (d) By executing the Intra-Group Loan Agreement—Subco, together with, inter alia, the Company, will make available to, inter alia, IPC Funding and IPC Magazines (UK) Limited revolving credit facilities of up to the sterling equivalent of £28,695,841 and £932,582,358 to be used, inter alia:
  - (i) by IPC Magazines (UK) Limited to make payments under an inter company loan agreement made between IPC Funding as lender and IPC Magazines (UK) Limited as borrower; and
  - (ii) by IPC Funding to make payments when due under the Note Instruments:

and provided that Subco will only be obliged to make advances under the Intra Group Facility Agreement if, inter alia, the aggregate of all monies standing to the credit of its bank accounts exceeds the amount of the proposed advance and Subco is not in liquidation or administration or the subject of a creditor's voluntary arrangement.

- (e) By executing the Debenture Accession Agreement Subco will:
  - (i) as primary obligor and not merely as surety, covenant with the Security Agent that it will pay or discharge the Secured Liabilities on the due date therefor in the manner provided in the relevant Finance Document (as defined therein):
  - (ii) with full title guarantee, charge in favour of the Security Agent 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 all the Secured Liabilities:
  - (iii) undertake to, at its own expense, execute and do all such assurances, acts and things as the Security Agent may reasonably require for perfecting or protecting the security intended to be created by the Debenture over the assets secured thereby (the "Security Assets") or any part thereof or for facilitating (if and when such security becomes enforceable) the realisation of the Security Assets or any part thereof and in the exercise of all powers, authorities and discretions vested in the Security Agent (or any receiver appointed pursuant to the Debenture) of the Security Assets or any part thereof or in any delegate or sub-delegate of the Security Agent or any such receiver.

- To that intent. Subco will undertake, in particular, to execute all transfers, conveyances, assignments and assurances of such property whether to the Security Agent or to its nominees and give all notices, orders and directions and make all registrations which the Security Agent may reasonably think expedient, and
- (iv) permit the Security Agent and each Lender (as defined in the Debenture) to set off any obligation due and payable by Subco (whether under the Finance Documents or which has been assigned to the Security Agent by any other Chargor (as defined in the Debenture) under the Debenture against any obligation (whether or not due and payable) owed by the Security Agent or such Lender (as the case may be) to Subco, regardless of the place of payment, booking branch or currency of either obligation; and, if the obligations are in different currencies, permit the Security Agent or such Lender (as the case may be) to convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off; and, if either obligation is unliquidated or unascertained, permit the Security Agent or such Lender (as the case may be) to set off in an amount estimated by it in good faith to be the amount of that obligation.
- (f) By amending the Priority Agreement by executing the Third Supplemental Priority Agreement Subco will covenant with the Security Agent, inter alia, to pay the Senior Term Loan and the Revolving Credit Facility in priority to the New Mezzanine Debt and to pay the Senior Debt and New Mezzanine Debt in priority to its other payment obligations subject to the terms thereof; and will covenant with the Senior Agent to pay the Senior Debt, the Hedging I iabilities and the New Mezzanine Debt (all as defined in the Third Supplemental Priority Agreement) to the Senior Agent under and to the extent due from it under the Senior Finance Documents, the Hedging Documents or the New Mezzanine Documents (all as defined in the Third Supplemental Priority Agreement) as the case may be.
- (g) By executing the Guarantor Accession Agreement Subco will:
  - (i) irrevocably, unconditionally, jointly and severally:
    - (A) as principal obligor, and not merely as surety, guarantee to each Finance Party (as defined in the Senior Facilities Agreement) prompt performance by each other Obligor of all its obligations under the Senior Finance Documents (as defined in the Senior Facilities Agreement) and the payments when due of all sums from time to time payable by each other Obligor;
    - (B) undertake with each Finance Party that whenever a Borrower (as defined in the Senior Facilities Agreement) does not pay any amount when due under or in connection with a Senior Finance Document, that it shall forthwith on demand by the Facility Agent pay that amount as if it instead of the relevant Borrower were expressed to be the principal obligor:
    - (C) indemnify each Finance Party on demand against any loss or liability suffered by such Finance Party if an obligation guaranteed by the company is or becomes unenforceable, invalid or illegal;

- (ii) agree that the guarantee obligations of the company set out in the Senior Facilities Agreement will not be affected by any act, circumstance, omission, matter or thing which, but for the following, would reduce release or prejudice any of such obligations or prejudice or diminish such obligations in whole or in part, including without limitation (whether or not known to it or any other party to the Senior Facilities Agreement):
  - (A) any time, indulgence or waiver granted to, or composition with, any Obligor or other person:
  - (B) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights or remedies against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
  - (C) any legal limitation, disability, incapacity or lack of powers, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person;
  - (D) any variation (however fundamental or whether or not involving an increase in liability of any Obligor) or replacement of a Finance Document or any other document or security so that references to that Finance Document shall include each variation or replacement;
  - (E) any unenforceability, illegality, invalidity or frustration or any obligation of any person under any Finance Document or any other document or security or any failure of any Obligor or proposed Obligor to become bound by the terms of any Finance Document; and
  - (F) any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation or any Obligor under a Finance Document resulting from any insolvency, liquidation, or dissolution proceedings or from any law, regulation or order,
  - so that each such obligation shall, for the purposes of such obligations, remain in full force and be construed as if there were no such act, circumstance, variation, omission, matter or thing; and
- (iii) permit any Finance Party to set off any obligation due and payable by the company under the Senior Facilities Agreement (to the extent beneficially owned by that Finance Party) against any obligation (whether or not due and payable) owed by that Finance Party to the company, regardless of the place of payment, booking branch or currency of either obligation; and, if the obligations are in different currencies, permit the Finance Party to convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off; and, if either obligation is

unliquidated or unascertained, permit the Finance Party to set off in amount estimated by it in good faith to be the amount of that obligation.

References in this form to any agreement or document (or any provisions of, or definitions contained in any agreement or document referred to in 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.

References in this form to any party or person shall include their permitted successors, assigns, transferees and substitutes.

Subco may also incur costs, claims, losses, expenses, liabilities and taxes under the Senior Facility Agreement, the Notes Instruments, the Priority Agreement, the Debenture and New Debenture.



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



Pursuant to section 155(6) of the Companies Act 1985 Please do not write in this margin To the Registrar of Companies For official use Company number Please complete (Address overleaf - Note 5) legibly, preferably 53636 in black type, or bold block lettering Name of company Note IPC MAGAZINES LIMITED Please read the notes on page 3 before completing this form. \*/We • Ilease see Attachment 1 \* insert full name of company # insert name(s) and address(es) of all the directors t delete as [thexagle::director] [all the directors] to the above company (hereinafter called 'this company') do appropriate solemnly and sincerely declare that: The business of this company is: & delete whichever is inappropriate felixitination varies on the compression of the continuent tent to be a seed of the continuent to the foliobalics is as personauthorisect sincles section 35 or 24 of the insurance 30 ompanies caset 4982 He xoarry con insurance/business/in/that/tinited/Kingdom§ (c) something other than the above § This company is [the] [ma] holding company of \_\_IPC Magazines (Gverseas) Limited ("Subco")

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

Ashurst Mcrris Crisp Broadwalk House 5 Appold Street LONDON EC2A 2HA

Page 1

639 London / City JXE/1295233

15:48

For official Use General Section

proposing to give financial assistance in connection with the acquisition of shares in {this mocropacy} [ International Publishing Corporation Limited

RECEBIDO DE: RightfåE MT

P - 15

which is

the holding company of this company.]†

The assistance is for the purpose of that acquisition] [reducing or discharging a liability incurred for the purpose of that acquisition]. If (note 1)	Please do not write in this margin		
The number and class of the shares acquired or to be acquired is: Please see Attachment 2			
The assistance is to be given to: (note 2) IPC Magazines (UK) Limited (Company			
Number 3483202) whose registered office is at Kings' Bench Tower, Stamford			
Street, London SE1 9LS			
The assistance will take the form of:			
Please see Attachment 3			
The person who [has acquired] [wibaoquire] the shares is: IPC Magazines (UK) Limited	† delete as appropriate		
The principal terms on which the assistance will be given are:			
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 $\mathfrak{L}_{\underline{}}$ Nil			
The value of any asset to be transferred to the person assisted is £ Nil RECEELDO DE:RightFAX NT	Page 2 P · 1 6		

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The date on which the assistance is to be given is the date hereof or within 8 weeks

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

 detete either (a) or (b) as appropriate \*\*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) be 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)
- (b) \$\fix\six\sin\nearled\tax\commence\the\minding\na\maxion\na\ma

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 a Rua 5 de Outubro 174

Declarants to sign below

the 10m

10th day of Hugust

one thousand nine hundred and

erin plan

before me

2.4

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths. FIONA SWAINSTON
SOLICITOR
174, Rus 5 de Outubro
8135 ALMANCIL

#### **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 tult name(s) and addressles) 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 1 5 : 48

#### Attachment 1 - Form G155(6)b

Michael Matthew of Rodwell Manor, West Lambrook, South Pemberton. Somerset TA13-5HA,

William Aley of Grove Cottage, Woodham Walter, Maldon, Essex CM9 6RX,

Colin Reeves-Smith of 3 Purley Knoll, Purley, Surrey CR8 3AF.

Thomas Arculus of Berry Leas. 35 Duck Street, Elton, Peterborough, Cambs PE8 6RQ,

Sylvia Auton of 63 Meadway, London N14 6NJ,

Sylvia Bailey of 5 Blyth's Wharf, Narrow Street, Limehouse, London E14 8DQ.

Rene Carayol of 3 Victoria Rise, Hillgrove Road, Swiss Cottage, London NW6 4TH,

Linda Lancaster-Gaye of 32 Dundee Court, 73 Wapping High Street, London E1 9YG,

Andrew McDuff of 26 Clifton Road, Winchester, Hampshire SO22 5BU,

David Stam of 42 Tormead Road, Guildford, Surrey GU1 2JB,

Arthur Tanner of 26 Vancouver Road, Forest Hill, London SE23 2AF.

Attachment 2 - Form 155(6)b

183,831,523 ordinary shares of 25 pence each

#### Attachment 3 - Form 155(6)b

The execution and delivery by Subco in connection with:-

- a senior facilities agreement (as the same has been and may be amended, varied or supplemented from time to time) (the "Senior Facilities Agreement") dated 5 January 1998 and entered into between, inter alia, IPC Magazines (UK) Limited. Goldman Sachs International as Arranger and Syndication Agent and Goldman Sachs Credit Partners. L.P. as Original Bank (all defined terms as defined in the Senior Facilities Agreement) and containing a guarantee pursuant to which, inter alia, Subco has guaranteed payment when due of all sums from time to time payable by each other Obligor (as defined therein); and
- a debenture (as the same has been and may be amended, varied or supplemented from time to time) (the "Debenture") dated 19th January 1998 entered into between, inter alia, Subco and the Security Agent pursuant to which Subco covenanted to pay and discharge the Secured Liabilities (as defined therein) on the due date and created fixed and floating charges over all its assets and undertakings by way of security for the Secured Liabilities;
- a priority agreement (as the same has been and may be amended, varied or supplemented from time to time) (the "Priority Agreement") dated 5 January 1998 regulating the priority arrangements between, inter alia, the Senior Creditors, the Mezzanine Creditors and the Investors (each as defined therein).

#### of the following:

- (a) supplemental senior facility agreement between, inter alia, IPC Magazines (UK) Limited (as Borrower), the Guarantors, Goldman Sachs International as Arranger and Syndication Agent and Goldman Sachs Credit Partners, L.P. as Original Bank (as the same may be varied, amended and supplemented from time to time, the "Fourth Supplemental Senior Facility Agreement"):
- (b) ciscount loan note instruments (as the same may be amended, varied, supplemented or restated, from time to time) entered into between IPC Finance Limited ("IPC Funding"), certain companies (including Subco) as guarantors and Intermediate Capital Group PLC (as noteholders' agent) together constituting senior subordinated A notes with an aggregate issue price of £43,000,000 (the "A Note Instruments");
- (c) discount loan note instruments (as the same may be amended, varied, supplemented or restated, from time to time) entered into between IPC Funding, certain companies (including Subco) as guarantors and Intermediate Capital Group PLC (as noteholders' agent) together constituting senior subordinated B notes with an aggregate issue price of €15,072,000 (the "B Note Instruments"):
- (d) a Common Terms Deed (as the same may be amended, varied, supplemented or restated, from time to time) entered into between IPC Group Limited, IPC Funding,

certain companies (including Subco) as guarantors and Intermediate Capital Group PLC (as notcholders' agent) and the Original Notcholders (as defined therein) setting out certain terms and conditions common to all the A Note Instruments and the B Note Instruments (the "Common Terms Deed");

(together the A Note Instruments, the B Note Instruments and the Common Terms Deed are hereinafter referred to as the "Note Instruments");

- supplemental priority agreement (as the same may be amended, varied, supplemented or restated, from time to time) entered into between, inter alia, IPC Magazines (UK) Limited, Subco and Barclays Bank PLC (as facility agent) (the "Third Supplemental Priority Agreement");
- (f) debenture (as the same may be amended, varied, supplemented or restated, from time to time) entered into by, inter alia, Subco in favour of Barclays Bank PLC (as security agent) granting fixed and floating charges over all its assets (the "New Debenture"); and
- (g) Intra-group loan agreement (as the same may be amended, varied, supplemented or restated, from time to time) between, inter alia, IPC Funding and IPC Magazines (UK) Limited and Subco (the "Intra-Group Loan Agreement").

#### Attachment 4 - Form 155(6)b

- (a) By executing the A Note Instruments, Subco will:
  - (i) irrevocably, unconditionally, jointly and severally:
    - (A) as principal Obligor, and not merely as surety, guarantee to each Finance Party (as defined in the A Note Instruments) prompt performance by each other Obligor of all its obligations under the Note Finance Documents (as defined in the A Note Instruments) and the payments when due of all sums from time to time payable by each other Obligor;
    - (B) undertake with each Finance Party (as defined in the A Note Instruments) that whenever IPC Funding does not pay any amount when due under or in connection with any Note Finance Document (as defined in the A Note Instruments), that it shall forthwith on demand by the Noteholders' Agent pay that amount as if it instead of IPC Funding were expressed to be the principal Obligor; and
    - (C) indemnify each Finance Party (as defined in the A Note Instruments) on demand against any loss or liability suffered by such Finance Party if any obligation guaranteed by Subco is or becomes unenforceable, invalid or illegal:
  - (ii) agree that the obligations of Subco set out in the A Note Instruments will not be affected by any act, circumstance, omission, matter or thing which, but for this provision, would reduce, release or prejudice any of its obligations under the A Note Instruments or prejudice or diminish those obligations in whole or in part, including without limitation (whether or not known to it or any other party to the A Note Instruments):
    - (A) any time, indulgence or waiver granted to, or composition with, any Obligor or other person;
    - (B) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights or remedies against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
    - (C) any legal limitation, disability, incapacity or lack of powers, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person;

- 5 -

- (D) any variation (however fundamental and whether or not involving an increase in liability of any Obligor) or replacement of a Note Finance Document (as defined in the A Note Instruments) or any other document or security so that references to that Note Finance Document in the A Note Instruments shall include each variation or replacement;
- (E) any unenforceability, illegality, invalidity or frustration of any obligation of any person under any Note Finance Document (as defined in the A Note Instruments) or any other document or security or any failure of any Obligor or proposed Obligor to become bound by the terms of any Note Finance Document (as defined in the A Note Instruments):
- (F) any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation of any Obligor under a Note Finance Document (as defined in the A Note Instruments) resulting from any insolvency, liquidation or dissolution proceedings or from any law, regulation or order; and
- (G) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor or any member of the Group,

so that each such obligation shall, for the purposes of such obligations under the A Note Instruments, remain in full force and be construed as if there were no such act, circumstance, variation, omission, matter or thing; and

- (iii) agree that a Finance Party may set off any obligation due and payable by IPC Funding under the Notes (as defined in the A Note Instruments) (to the extent beneficially owned by that Finance Party) against any obligation (whether or not due and payable) owed by that Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in difference currencies, the Finance Party may consent either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. If either obligation is unliquidated or unascertained the Finance Party may set-off in an amount estimated by it to be the amount of that obligation.
- (b) By executing the B Note Instruments, Subco will:
  - (i) irrevocably, unconditionally, jointly and severally:
    - (A) as principal Obligor, and not merely as surety, guarantee to each Finance Party (as defined in the B Note Instruments) prompt performance by each other Obligor of all its obligations under the Note Finance Documents (as defined in the B Note Instruments) and the payments when due of all sums from time to time payable by each other Obligor;

- (B) undertake with each Finance Party (as defined in the B Note Instruments) that whenever IPC Funding does not pay any amount when due under or in connection with any Note Finance Document (as defined in the B Note Instruments), that it shall forthwith on demand by the Noteholders' Agent pay that amount as if it instead of IPC Funding were expressed to be the principal Obligor; and
- (C) indemnify each Finance Party (as defined in the B Note Instruments) on demand against any loss or liability suffered by such Finance Party if any obligation guaranteed by Subco is or becomes unenforceable, invalid or illegal;
- (ii) agree that the obligations of Subco set out in the B Note Instruments will not be affected by any act, circumstance, omission, matter or thing which, but for this provision, would reduce, release or prejudice any of its obligations under the B Note Instruments or prejudice or diminish those obligations in whole or in part, including without limitation (whether or not known to it or any other party to the B Note Instruments):
  - (A) any time, indulgence or waiver granted to, or composition with, any Obligor or other person;
  - (B) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights or remedies against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
  - (C) any legal limitation, disability, incapacity or lack of powers, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person:
  - (D) any variation (however fundamental and whether or not involving an increase in liability of any Obligor) or replacement of a Note Finance Document (as defined in the B Note Instruments) or any other document or security so that references to that Note Finance Document in the B Note Instruments shall include each variation or replacement;
  - (E) any unenforceability, illegality, invalidity or frustration of any obligation of any person under any Note Finance Document (as defined in the B Note Instruments) or any other document or security or any failure of any Obligor or proposed Obligor to become bound by the terms of any Note Finance Document (as defined in the B Note Instruments);
  - (F) any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation of any Obligor under a Note Finance Document (as defined in the B Note Instruments) resulting from any

- insolvency. liquidation or dissolution proceedings or from any law, regulation or order; and
- (G) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor or any member of the Group,

so that each such obligation shall, for the purposes of such obligations under the B Note Instruments, remain in full force and be construed as if there were no such act, circumstance, variation, omission, matter or thing; and

- (iii) agree that a Finance Party may set off any obligation due and payable by IPC Funding under the Notes (as defined in the B Note Instruments) (to the extent beneficially owned by that Finance Party) against any obligation (whether or not due and payable) owed by that Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in difference currencies, the Finance Party may consent either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. If either obligation is unliquidated or unascertained the Finance Party may set-off in an amount estimated by it to be the amount of that obligation.
- (c) By executing the New Debenture, Subco will:
  - (i) as primary obligor and not merely as surety, covenant with the Security Agent that it will pay or discharge the Secured Liabilities (as defined in the New Debenture) on the due date therefor in the manner provided in the relevant Finance Document (as defined in the New Debenture);
  - (ii) with full title guarantee, charge in favour of the Security Agent 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 all the Secured Liabilities (as defined in the New Debenture);
  - (iii) undertake to, at its own expense, execute and do all such assurances, acts and things as the Security Agent may reasonably require for perfecting or protecting the security intended to be created by the New Debenture over the assets secured thereby (the "Security Assets") or any part thereof or for facilitating (if and when such security becomes enforceable) the realisation of the Security Assets or any part thereof and in the exercise of all powers, authorities and discretions vested in the Security Agent (or any receiver appointed pursuant to the New Debenture) of the Security Assets or any part thereof or in any delegate or sub-delegate of the Security Agent or any such receiver. To that intent, Subco will undertake, in particular, to execute all transfers, conveyances, assignments and assurances of such property whether to the Security Agent or to its nominees and give all notices, orders and directions and make all registrations which the Security Agent may reasonably think expedient; and

- cff any obligation due and payable by Subco (whether under the Finance Documents or which has been assigned to the Security Agent by any other Chargor (as defined in the New Debenture) under the New Debenture) against any obligation (whether or not due and payable) owed by the Security Agent or such Lender (as the case may be) to Subco, regardless of the place of payment, booking branch or currency of either obligation; and, if the obligations are in different currencies, permit the Security Agent or such Lender (as the case may be) to convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off; and, if either obligation is unliquidated or unascertained, permit the Security Agent or such Lender (as the case may be) to set off in an amount estimated by it in good furth to be the amount of that obligation.
- (d) By executing the Intra-Group I can Agreement Subco, together with, inter alia, its subsidiaries, will make available to, inter alia, IPC Funding and IPC Magazines (UK) Limited revolving credit facilities of up to the sterling equivalent of €28,695,841 and £932,587,358 to be used, inter alia:
  - (i) by IPC Magazines (UK) Limited to make payments under an inter company loan agreement made between IPC Funding as lender and IPC Magazines (UK) Limited as borrower; and
  - (ii) by IPC Funding to make payments when due under the Note Instruments,

and provided that Subco will only be obliged to make advances under the Intra Group Facility Agreement if, inter alia, the aggregate of all monies standing to the credit of its bank accounts exceeds the amount of the proposed advance and Subco is not in liquidation or administration or the subject of a creditor's voluntary arrangement.

- By amending the Priority Agreement by executing the Third Supplemental Priority Agreement Subco will covenant with the Security Agent, inter alia, to pay the Senior Term Loan and the Revolving Credit Facility in priority to the New Mezzanine Debt and to pay the Senior Debt and New Mezzanine Debt in priority to its other payment obligations subject to the terms thereof; and will covenant with the Senior Agent to pay the Senior Debt, the Hedging Liabilities and the New Mezzanine Debt (all as defined in the Third Supplemental Priority Agreement) to the Senior Agent under and to the extent due from it under the Senior Finance Documents, the Hedging Documents or the New Mezzanine Documents (all as defined in the Third Supplemental Priority Agreement) as the case may be.
- (f) By executing the Fourth Supplemental Senior Facility Agreement, with effect from the Effective Date (as defined therein), Subco confirms its knowledge and acceptance of the Senior Facilities Agreement (as amended by the Fourth Supplemental Senior Facility Agreement), affirms that it is bound as an Obligor (as defined in the Fourth Supplemental Facilities Agreement) by the terms of Senior Facilities Agreement (as amended by the Fourth Supplemental Senior Facilities Agreement) including, without limitation, any guarantee given by it in the Senior Facilities Agreement (as amended by the Fourth Supplemental Senior Facility Agreement) and confirms that all other Finance Documents (as defined in the Fourth Supplemental Facility Agreement) to which it is a party remain in full force and effect.

References in this form to any agreement or document (or any provisions of, or definitions contained in any agreement or document referred to in 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.

References in this form to any party or person shall include their permitted successors, assigns, transferees and substitutes.

Subco may also incur costs, claims, losses, expenses, liabilities and taxes under the Senior Facility Agreement, the Notes Instruments, the Priority Agreement and New Debenture



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



Please do not write in this marcen

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

To the Registrar of Companies For official use Company number Pieese complete legibly, preferably (Address overleaf - Note 5) 53626 in black type, or bold block lettering Name of company \* IPC MAGAZINES LIMITED Please read the notes on page 3 before completing this form. ±/We . Please see Attachment 1 \* insert full name of company sinsert name(s) and address(es) of all the directors t detete as [thex:sale:utirestor] [all the directors]t of the above company (hereinafter cated 'this company') do appropriate solemnly and sincerely declare that: The business of this company is: § delete whichever

is inappropriate

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(c) something other than the above \$

This company is ith	ie] [a] holding company o	f* IPC	Magazines	(Overseas)	Limited	("Subco")
						which is
proposing to give f	inancial assistance in co	nnection (	with the acqui	isition of share:	5	
in (this company) [	International Pub	lishing	Corporati	ion Limited		·
	· · · · · · · · · · · · · · · · · · ·		·· <del>····</del>	the holding cor	npany of thi	s company.]†

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

Ashurst Morris Crisp Broadwalk House 5 Appold Street LONDON EC2A 2HA London / City 639 770/129523

For official Use General Section

Post room

Page 1

The assistance is for the purpose of <b>ithan-assistant</b> [reducing or discharging a liability incurred for the purpose of that acquisition] it (note 1)	Please do not write in this margin
	Please complet
The number and class of the shares acquired or to be acquired is: Please see Attachment 2	legibly, prefera in black type, o botd block lettering
he assistance is to be given to: (note 2) IPC Magazines (UK) Limited (Company	
Number 3483202) whose registered office is at Kings' Bench Tower, Stamford	
Street, London SE1 9LS	
The assistance will take the form of:	
Please see Attachment 3	
The person who (has acquired) [willbacquire] the shares is:	f delete as
IPC Magazines (UK) Limited	appropriate
The principal terms on which the assistance will be given are:	
Please 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 amount of cash to be transferred to the person assisted is $\Sigma$ Nil.  The value of any asset to be transferred to the person assisted is $\Sigma$ Nil.	Page 2

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The date on which the assistance is to be given is the date hereof or within 8 weeks

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

delete either (a) of (b) as appropriate 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) It/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)
- (b) <u>literacional de la company de la compan</u> authocastmanus@caidiavdkdom.etdebcatisaaqcatostdesesistiasaynagangacaidthadainainigocadt.managrangaraact

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.

Declarants to sign below LANZASTER MNBA day of 32 DUNBEE COVRT one thousand nine hundred and 73 MAPPING HIGHST. newbo Pa HADTIEN A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on NOTAIRE ASSOCIE

#### NOTES

1 For the meaning of "a person incurring a fiability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.

a Commissioner for Oaths.

- 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 fabilities 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 37 Castle Terrace Edinburgh EH1 2EB

#### Attachment 1 - Form G155(6)b

Michael Matthew of Rodwell Manor, West Lambrook, South Pemberton, Somerset TA13 5HA, William Aley of Grove Cottage, Woodham Walter, Maldon, Essex CM9 6RX, Colin Reeves-Smith of 3 Purley Knoll, Purley, Surrey CR8 3AF, Thomas Arculus of Berry Leas, 35 Duck Street, Elton, Peterborough, Cambs PE8 6RQ, Sylvia Auton of 63 Meadway, London N14 6NJ, Sylvia Bailey of 5 Blyth's Wharf, Narrow Street, Limehouse, London E14 8DQ, Rene Carayol of 3 Victoria Rise, Hillgrove Road, Swiss Cottage, London NW6 4TH, Linda Lancaster-Gaye of 32 Dundee Court, 73 Wapping High Street, London E1 9YG, Andrew McDuff of 26 Clifton Road, Winchester, Hampshire SO22 5BU, David Stam of 42 Tormead Road, Guildford, Surrey GU1 2JB, Arthur Tanner of 26 Vancouver Road, Forest Hill, London SE23 2AF.

# Attachment 2 - Form 155(6)b

183,831,523 ordinary shares of 25 pence each

#### Attachment 3 - Form 155(6)b

The execution and delivery by Subco in connection with:-

- a senior facilities agreement (as the same has been and may be amended, varied or supplemented from time to time) (the "Senior Facilities Agreement") dated 5 January 1998 and entered into between, inter alia, IPC Magazines (UK) Limited, Goldman Sachs International as Arranger and Syndication Agent and Goldman Sachs Credit Partners, L.P. as Original Bank (all defined terms as defined in the Senior Facilities Agreement) and containing a guarantee pursuant to which, inter alia, Subco has guaranteed payment when due of all sums from time to time payable by each other Obligor (as defined therein); and
- a debenture (as the same has been and may be amended, varied or supplemented from time to time) (the "Debenture") dated 19th January 1998 entered into between, inter alia, Subco and the Security Agent pursuant to which Subco covenanted to pay and discharge the Secured Liabilities (as defined therein) on the due date and created fixed and floating charges over all its assets and undertakings by way of security for the Secured Liabilities;
- a priority agreement (as the same has been and may be amended, varied or supplemented from time to time) (the "Priority Agreement") dated 5 January 1998 regulating the priority arrangements between, inter alia, the Senior Creditors, the Mezzanine Creditors and the Investors (each as defined therein),

#### of the following:

- (a) supplemental senior facility agreement between, inter alia, IPC Magazines (UK) Limited (as Borrower), the Guarantors, Goldman Sachs International as Arranger and Syndication Agent and Goldman Sachs Credit Partners, L.P. as Original Bank (as the same may be varied, amended and supplemented from time to time, the "Fourth Supplemental Senior Facility Agreement");
- (b) discount loan note instruments (as the same may be amended, varied, supplemented or restated, from time to time) entered into between IPC Finance Limited ("IPC Funding"), certain companies (including Subco) as guarantors and Intermediate Capital Group PLC (as noteholders' agent) together constituting senior subordinated A notes with an aggregate issue price of £43,000,000 (the "A Note Instruments");
- (c) discount loan note instruments (as the same may be amended, varied, supplemented or restated, from time to time) entered into between IPC Funding, certain companies (including Subco) as guarantors and Intermediate Capital Group PLC (as noteholders' agent) together constituting senior subordinated B notes with an aggregate issue price of €15,072,000 (the "B Note Instruments");
- (d) a Common Terms Deed (as the same may be amended, varied, supplemented or restated, from time to time) entered into between IPC Group Limited, IPC Funding,

certain companies (including Subco) as guarantors and Intermediate Capital Group PLC (as noteholders' agent) and the Original Noteholders (as defined therein) setting out certain terms and conditions common to all the A Note Instruments and the B Note Instruments (the "Common Terms Deed");

(together the A Note Instruments, the B Note Instruments and the Common Terms Deed are hereinafter referred to as the "Note Instruments");

- (e) supplemental priority agreement (as the same may be amended, varied, supplemented or restated, from time to time) entered into between, inter alia, IPC Magazines (UK) Limited, Subco and Barclays Bank PLC (as facility agent) (the "Third Supplemental Priority Agreement");
- (f) debenture (as the same may be amended, varied, supplemented or restated, from time to time) entered into by, inter alia, Subco in favour of Barclays Bank PLC (as security agent) granting fixed and floating charges over all its assets (the "New Debenture"); and
- (g) Intra-group loan agreement (as the same may be amended, varied, supplemented or restated, from time to time) between, inter alia, IPC Funding and IPC Magazines (UK) Limited and Subco (the "Intra-Group Loan Agreement").

#### Attachment 4 - Form 155(6)b

- (a) By executing the A Note Instruments, Subco will:
  - (i) irrevocably, unconditionally, jointly and severally:
    - (A) as principal Obligor, and not merely as surety, guarantee to each Finance Party (as defined in the A Note Instruments) prompt performance by each other Obligor of all its obligations under the Note Finance Documents (as defined in the A Note Instruments) and the payments when due of all sums from time to time payable by each other Obligor;
    - (B) undertake with each Finance Party (as defined in the A Note Instruments) that whenever IPC Funding does not pay any amount when due under or in connection with any Note Finance Document (as defined in the A Note Instruments), that it shall forthwith on demand by the Noteholders' Agent pay that amount as if it instead of IPC Funding were expressed to be the principal Obligor; and
    - (C) indemnify each Finance Party (as defined in the A Note Instruments) on demand against any loss or liability suffered by such Finance Party if any obligation guaranteed by Subco is or becomes unenforceable, invalid or illegal;
  - (ii) agree that the obligations of Subco set out in the A Note Instruments will not be affected by any act, circumstance, omission, matter or thing which, but for this provision, would reduce, release or prejudice any of its obligations under the A Note Instruments or prejudice or diminish those obligations in whole or in part, including without limitation (whether or not known to it or any other party to the A Note Instruments):
    - (A) any time, indulgence or waiver granted to, or composition with, any Obligor or other person;
    - (B) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights or remedies against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
    - (C) any legal limitation, disability, incapacity or lack of powers, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person;

- (D) any variation (however fundamental and whether or not involving an increase in liability of any Obligor) or replacement of a Note Finance Document (as defined in the A Note Instruments) or any other document or security so that references to that Note Finance Document in the A Note Instruments shall include each variation or replacement;
- (E) any unenforceability, illegality, invalidity or frustration of any obligation of any person under any Note Finance Document (as defined in the A Note Instruments) or any other document or security or any failure of any Obligor or proposed Obligor to become bound by the terms of any Note Finance Document (as defined in the A Note Instruments);
- (F) any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation of any Obligor under a Note Finance Document (as defined in the A Note Instruments) resulting from any insolvency, liquidation or dissolution proceedings or from any law, regulation or order; and
- (G) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor or any member of the Group,

so that each such obligation shall, for the purposes of such obligations under the A Note Instruments, remain in full force and be construed as if there were no such act, circumstance, variation, omission, matter or thing; and

- (iii) agree that a Finance Party may set off any obligation due and payable by IPC Funding under the Notes (as defined in the A Note Instruments) (to the extent beneficially owned by that Finance Party) against any obligation (whether or not due and payable) owed by that Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in difference currencies, the Finance Party may consent either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. If either obligation is unliquidated or unascertained the Finance Party may set-off in an amount estimated by it to be the amount of that obligation.
- (b) By executing the B Note Instruments, Subco will:
  - (i) irrevocably, unconditionally, jointly and severally:
    - (A) as principal Obligor, and not merely as surety, guarantee to each Finance Party (as defined in the B Note Instruments) prompt performance by each other Obligor of all its obligations under the Note Finance Documents (as defined in the B Note Instruments) and the payments when due of all sums from time to time payable by each other Obligor;

- (B) undertake with each Finance Party (as defined in the B Note Instruments) that whenever IPC Funding does not pay any amount when due under or in connection with any Note Finance Document (as defined in the B Note Instruments), that it shall forthwith on demand by the Noteholders' Agent pay that amount as if it instead of IPC Funding were expressed to be the principal Obligor; and
- (C) indemnify each Finance Party (as defined in the B Note Instruments) on demand against any loss or liability suffered by such Finance Party if any obligation guaranteed by Subco is or becomes unenforceable, invalid or illegal;
- (ii) agree that the obligations of Subco set out in the B Note Instruments will not be affected by any act, circumstance, omission, matter or thing which, but for this provision, would reduce, release or prejudice any of its obligations under the B Note Instruments or prejudice or diminish those obligations in whole or in part, including without limitation (whether or not known to it or any other party to the B Note Instruments):
  - (A) any time, indulgence or waiver granted to, or composition with, any Obligor or other person;
  - (B) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights or remedies against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
  - (C) any legal limitation, disability, incapacity or lack of powers, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person;
  - (D) any variation (however fundamental and whether or not involving an increase in liability of any Obligor) or replacement of a Note Finance Document (as defined in the B Note Instruments) or any other document or security so that references to that Note Finance Document in the B Note Instruments shall include each variation or replacement;
  - (E) any unenforceability, illegality, invalidity or frustration of any obligation of any person under any Note Finance Document (as defined in the B Note Instruments) or any other document or security or any failure of any Obligor or proposed Obligor to become bound by the terms of any Note Finance Document (as defined in the B Note Instruments);
  - (F) any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation of any Obligor under a Note Finance Document (as defined in the B Note Instruments) resulting from any

insolvency, liquidation or dissolution proceedings or from any law, regulation or order; and

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(G) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor or any member of the Group,

so that each such obligation shall, for the purposes of such obligations under the B Note Instruments, remain in full force and be construed as if there were no such act, circumstance, variation, omission, matter or thing; and

- (iii) agree that a Finance Party may set off any obligation due and payable by IPC Funding under the Notes (as defined in the B Note Instruments) (to the extent beneficially owned by that Finance Party) against any obligation (whether or not due and payable) owed by that Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in difference currencies, the Finance Party may consent either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. If either obligation is unliquidated or unascertained the Finance Party may set-off in an amount estimated by it to be the amount of that obligation.
- (c) By executing the New Debenture, Subco will:
  - (i) as primary obligor and not merely as surety, covenant with the Security Agent that it will pay or discharge the Secured Liabilities (as defined in the New Debenture) on the due date therefor in the manner provided in the relevant Finance Document (as defined in the New Debenture);
  - (ii) with full title guarantee, charge in favour of the Security Agent 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 all the Secured Liabilities (as defined in the New Debenture);
  - undertake to, at its own expense, execute and do all such assurances, acts and things as the Security Agent may reasonably require for perfecting or protecting the security intended to be created by the New Debenture over the assets secured thereby (the "Security Assets") or any part thereof or for facilitating (if and when such security becomes enforceable) the realisation of the Security Assets or any part thereof and in the exercise of all powers, authorities and discretions vested in the Security Agent (or any receiver appointed pursuant to the New Debenture) of the Security Assets or any part thereof or in any delegate or sub-delegate of the Security Agent or any such receiver. To that intent, Subco will undertake, in particular, to execute all transfers, conveyances, assignments and assurances of such property whether to the Security Agent or to its nominees and give all notices, orders and directions and make all registrations which the Security Agent may reasonably think expedient; and

(iv) permit the Security Agent and each Lender (as defined in the New Debenture) to set off any obligation due and payable by Subco (whether under the Finance Documents or which has been assigned to the Security Agent by any other Chargor (as defined in the New Debenture) under the New Debenture) against any obligation (whether or not due and payable) owed by the Security Agent or such Lender (as the case may be) to Subco, regardless of the place of payment, booking branch or currency of either obligation; and, if the obligations are in different currencies, permit the Security Agent or such Lender (as the case may be) to convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off; and, if either obligation is unliquidated or unascertained, permit the Security Agent or such Lender (as the case may be) to set off in an amount estimated by it in good faith to be the amount of that obligation.

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- (d) By executing the Intra-Group Loan Agreement Subco, together with, inter alia, its subsidiaries, will make available to, inter alia, IPC Funding and IPC Magazines (UK) Limited revolving credit facilities of up to the sterling equivalent of €28,695,841 and £932,582,358 to be used, inter alia:
  - by IPC Magazines (UK) Limited to make payments under an inter company loan agreement made between IPC Funding as lender and IPC Magazines (UK) Limited as borrower; and
  - (ii) by IPC Funding to make payments when due under the Note Instruments;

and provided that Subco will only be obliged to make advances under the Intra Group Facility Agreement if, inter alia, the aggregate of all monies standing to the credit of its bank accounts exceeds the amount of the proposed advance and Subco is not in liquidation or administration or the subject of a creditor's voluntary arrangement.

- (e) By amending the Priority Agreement by executing the Third Supplemental Priority Agreement Subco will covenant with the Security Agent, inter alia, to pay the Senior Term Loan and the Revolving Credit Facility in priority to the New Mezzanine Debt and to pay the Senior Debt and New Mezzanine Debt in priority to its other payment obligations subject to the terms thereof; and will covenant with the Senior Agent to pay the Senior Debt, the Hedging Liabilities and the New Mezzanine Debt (all as defined in the Third Supplemental Priority Agreement) to the Senior Agent under and to the extent due from it under the Senior Finance Documents, the Hedging Documents or the New Mezzanine Documents (all as defined in the Third Supplemental Priority Agreement) as the case may be.
- (f) By executing the Fourth Supplemental Senior Facility Agreement, with effect from the Effective Date (as defined therein), Subco confirms its knowledge and acceptance of the Senior Facilities Agreement (as amended by the Fourth Supplemental Senior Facility Agreement), affirms that it is bound as an Obligor (as defined in the Fourth Supplemental Facilities Agreement) by the terms of Senior Facilities Agreement (as amended by the Fourth Supplemental Senior Facility Agreement) including, without limitation, any guarantee given by it in the Senior Facilities Agreement (as amended by the Fourth Supplemental Senior Facility Agreement) and confirms that all other Finance Documents (as defined in the Fourth Supplemental Facility Agreement) to which it is a party remain in full force and effect.

References in this form to any agreement or document (or any provisions of, or definitions contained in any agreement or document referred to in 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.

References in this form to any party or person shall include their permitted successors, assigns, transferees and substitutes.

Subco may also incur costs, claims, losses, expenses, liabilities and taxes under the Senior Facility Agreement, the Notes Instruments, the Priority Agreement and New Debenture.



**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



Please do not write in this margin

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

To the Registrar of Companies For official use Company number Please complete legibly, preferably (Address overleaf - Note 5) 53626 in black type, or bold block lettering Name of company Note Please read the notes \* IPC MAGAZINES LIMITED on page 3 before completing this form. \*/We . Please see Attachment 1 \* insert full name of company # insert name(s) and address(es) of all the directors t delete as [thex.selex.director] [all the directors] t of the above company (hereinafter called 'this company') do appropriate solemnly and sincerely declare that: delete whichever The business of this company is: is inappropriate \$6581x23dcagnishcabccantenamcantcriditiac&potationistaticaechaeaaaijchaechaeingeaaricaxtectantcial foliatinal subsequence authorise de un de coestient de service le the chase en en expansies chocatés de la respective de la r ènologici baticulturi vicazeni europeni europeni europeni (c) something other than the above § This company is [the] [m] holding company of \_\_IPC electric Limited ("Subco") which is proposing to give financial assistance in connection with the acquisition of shares in Ministernational Publishing Corporation Limited the holding company of this company.]t For official Use Presentor's name address and **General Section** Post room

reference (if any): Ashurst Morris Crisp Broadwalk House

5 Appold Street LONDON ECZA 2HA

London / City 639 JXE/1301565

Annual control of the	Please do not
purpose of that acquisition 1 (note 1)	write in this margin
The number and class of the shares acquired or to be acquired is: Please see Attachment 2	Please complete legibly, preferat in black type, or bold block lettering
The assistance is to be given to: (note 2) IPC Magazines (UK) Limited (Company	
Number 3483202) whose registered office is at Kings' Bench Tower, Stamford	,
Street, London SE1 9LS	
The assistance will take the form of:	
Please see Attachment 3	
The person who [has acquired] [withapoprice] † the shares is:  IPC Magazines (UK) Limited	† delete as appropriate
The principal terms on which the assistance will be given are:	
Please 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 isNil_	
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	Page 2

Please do not
write in this
marcin

The date on which the assistance is to be given is the date hereof or within 8 weeks

19

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

delete either (a) or
 (b) as appropriate

It/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) It/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)
- (b) titoiscipteraledotapocommenceothecomindingeopaquichiscompanyourithinot@commitsocfateatotapequatitionaliterationali

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 MENS (ISERE) FRANCE	Declarants to sign below  Lawrabler Gayl
the 10 day of AeuT one thousand nine hundred and 1999	Declarants to sign below Lawrence Gayle Lawrence Lawrence Gayle Lawrence Gayle 32 SUNDEE COURT 73 WAPPING HIGHST.
before me Martre Patrice MATHIEN	Lendon C1949.
A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.	SI ROLL LESS C

### NOTES

- 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 158(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 Eht 2EB

### Attachment 1 - Form G155(6)b

Michael Matthew of Rodwell Manor, West Lambrook, South Pemberton, Somerset TA13 5HA, William Aley of Grove Cottage, Woodham Walter, Maldon, Essex CM9 6RX, Colin Reeves-Smith of 3 Purley Knoll, Purley, Surrey CR8 3AF, Thomas Arculus of Berry Leas, 35 Duck Street, Elton, Peterborough, Cambs PE8 6RQ, Sylvia Auton of 63 Meadway, London N14 6NJ, Sylvia Bailey of 5 Blyth's Wharf, Narrow Street, Limehouse, London E14 8DQ, Rene Carayol of 3 Victoria Rise, Hillgrove Road, Swiss Cottage, London NW6 4TH, Linda Lancaster-Gaye of 32 Dundee Court, 73 Wapping High Street, London E1 9YG, Andrew McDuff of 26 Clifton Road, Winchester, Hampshire SO22 5BU, David Stam of 42 Tormead Road, Guildford, Surrey GU1 2JB, Arthur Tanner of 26 Vancouver Road, Forest Hill, London SE23 2AF.

The electric attachment

Attachment 2 - Form 155(6)b

183,831,523 ordinary shares of 25 pence each

#### Attachment 3 - Form 155(6)b

The execution and delivery by Subco in connection with:-

- 1. a senior facilities agreement (as the same has been and may be amended, varied or supplemented from time to time) (the "Senior Facilities Agreement") dated 5 January 1998 and entered into between, inter alia, IPC Magazines (UK) Limited, Goldman Sachs International as Arranger and Syndication Agent and Goldman Sachs Credit Partners, L.P. as Original Bank (all defined terms as defined in the Senior Facilities Agreement) and containing a guarantee pursuant to which, inter alia, the Company has guaranteed payment when due of all sums from time to time payable by each other Obligor (as defined therein); and
- a debenture (as the same has been and may be amended, varied or supplemented from time to time) (the "Debenture") dated 19th January 1998 entered into between, inter alia, the Company and the Security Agent pursuant to which the Company covenanted to pay and discharge the Secured Liabilities (as defined therein) on the due date and created fixed and floating charges over all its assets and undertakings by way of security for the Secured Liabilities;
- a priority agreement (as the same has been and may be amended, varied or supplemented from time to time) (the "Priority Agreement") dated 5 January 1998 regulating the priority arrangements between, inter alia, the Senior Creditors, the Mezzanine Creditors and the Investors (each as defined therein),

### of the following:

- (a) a guarantor accession agreement (the "Guarantor Accession Agreement") to a supplemental senior facility agreement between, inter alia, IPC Magazines (UK) Limited (as Borrower), the Guarantors, Goldman Sachs International as Arranger and Syndication Agent and Goldman Sachs Credit Partners, L.P. as Original Bank (as the same may be varied, amended and supplemented from time to time, the "Fourth Supplemental Senior Facility Agreement");
- (b) discount loan note instruments (as the same may be amended, varied, supplemented or restated, from time to time) entered into between IPC Finance Limited ("IPC Funding"), certain companies (including Subco) as guarantors and Intermediate Capital Group PLC (as noteholders' agent) together constituting senior subordinated A notes with an aggregate issue price of £43,000,000 (the "A Note Instruments");
- (c) discount loan note instruments (as the same may be amended, varied, supplemented or restated, from time to time) entered into between IPC Funding, certain companies (including Subco) as guarantors and Intermediate Capital Group PLC (as noteholders' agent) together constituting senior subordinated B notes with an aggregate issue price of €15,072,000 (the "B Note Instruments");

- (d) a Common Terms Deed (as the same may be amended, varied, supplemented or restated, from time to time) entered into between IPC Group Limited, IPC Funding, certain companies (including Subco) as guarantors and Intermediate Capital Group PLC (as noteholders' agent) and the Original Noteholders (as defined therein) setting out certain terms and conditions common to all the A Note Instruments and the B Note Instruments (the "Common Terms Deed");
  - (together the A Note Instruments, the B Note Instruments and the Common Terms Deed are hereinafter referred to as the "Note Instruments");
- (e) an accession agreement (the "Priority Accession Agreement") to a supplemental priority agreement (as the same may be amended, varied, supplemented or restated, from time to time) entered into between, inter alia, IPC Magazines (UK) Limited, Subco and Barclays Bank PLC (as facility agent) (the "Third Supplemental Priority Agreement");
- (f) an accession agreement (the "Debenture Accession Agreement") to the Debenture to be entered into between Subco and Barclays Bank PLC as Security Agent pursuant to which Subco would covenant to pay and discharge the Secured Liabilities (as defined in the Debenture) on the due date and would create fixed and floating charges over all its assets and undertakings by way of security for the Secured Liabilities (as defined in the Debenture);
- (g) debenture (as the same may be amended, varied, supplemented or restated, from time to time) entered into by, inter alia, Subco in favour of Barclays Bank PLC (as security agent) granting fixed and floating charges over all its assets (the "New **Debenture**"); and
- (h) Intra-group loan agreement (as the same may be amended, varied, supplemented or restated, from time to time) between, inter alia, IPC Funding and IPC Magazines (UK) Limited and Subco (the "Intra-Group Loan Agreement").

### Attachment 4 - Form 155(6)b

- (a) By executing the A Note Instruments, Subco will:
  - (i) irrevocably, unconditionally, jointly and severally:
    - (A) as principal Obligor, and not merely as surety, guarantee to each Finance Party (as defined in the A Note Instruments) prompt performance by each other Obligor of all its obligations under the Note Finance Documents (as defined in the A Note Instruments) and the payments when due of all sums from time to time payable by each other Obligor;
    - (B) undertake with each Finance Party (as defined in the A Note Instruments) that whenever IPC Funding does not pay any amount when due under or in connection with any Note Finance Document (as defined in the A Note Instruments), that it shall forthwith on demand by the Noteholders' Agent pay that amount as if it instead of IPC Funding were expressed to be the principal Obligor; and
    - (C) indemnify each Finance Party (as defined in the A Note Instruments) on demand against any loss or liability suffered by such Finance Party if any obligation guaranteed by Subco is or becomes unenforceable, invalid or illegal;
  - (ii) agree that the obligations of Subco set out in the A Note Instruments will not be affected by any act, circumstance, omission, matter or thing which, but for this provision, would reduce, release or prejudice any of its obligations under the A Note Instruments or prejudice or diminish those obligations in whole or in part, including without limitation (whether or not known to it or any other party to the A Note Instruments):
    - (A) any time, indulgence or waiver granted to, or composition with, any Obligor or other person;
    - (B) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights or remedies against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
    - (C) any legal limitation, disability, incapacity or lack of powers, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person;

- (D) any variation (however fundamental and whether or not involving an increase in liability of any Obligor) or replacement of a Note Finance Document (as defined in the A Note Instruments) or any other document or security so that references to that Note Finance Document in the A Note Instruments shall include each variation or replacement;
- (E) any unenforceability, illegality, invalidity or frustration of any obligation of any person under any Note Finance Document (as defined in the A Note Instruments) or any other document or security or any failure of any Obligor or proposed Obligor to become bound by the terms of any Note Finance Document (as defined in the A Note Instruments);
- (F) any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation of any Obligor under a Note Finance Document (as defined in the A Note Instruments) resulting from any insolvency, liquidation or dissolution proceedings or from any law, regulation or order; and
- (G) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor or any member of the Group,

so that each such obligation shall, for the purposes of such obligations under the A Note Instruments, remain in full force and be construed as if there were no such act, circumstance, variation, omission, matter or thing; and

- (iii) agree that a Finance Party may set off any obligation due and payable by IPC Funding under the Notes (as defined in the A Note Instruments) (to the extent beneficially owned by that Finance Party) against any obligation (whether or not due and payable) owed by that Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in difference currencies, the Finance Party may consent either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. If either obligation is unliquidated or unascertained the Finance Party may set-off in an amount estimated by it to be the amount of that obligation.
- (b) By executing the B Note Instruments, Subco will:
  - (i) irrevocably, unconditionally, jointly and severally:
    - (A) as principal Obligor, and not merely as surety, guarantee to each Finance Party (as defined in the B Note Instruments) prompt performance by each other Obligor of all its obligations under the Note Finance Documents (as defined in the B Note Instruments) and the payments when due of all sums from time to time payable by each other Obligor;

- (B) undertake with each Finance Party (as defined in the B Note Instruments) that whenever IPC Funding does not pay any amount when due under or in connection with any Note Finance Document (as defined in the B Note Instruments), that it shall forthwith on demand by the Noteholders' Agent pay that amount as if it instead of IPC Funding were expressed to be the principal Obligor; and
- (C) indemnify each Finance Party (as defined in the B Note Instruments) on demand against any loss or liability suffered by such Finance Party if any obligation guaranteed by Subco is or becomes unenforceable, invalid or illegal;
- (ii) agree that the obligations of Subco set out in the B Note Instruments will not be affected by any act, circumstance, omission, matter or thing which, but for this provision, would reduce, release or prejudice any of its obligations under the B Note Instruments or prejudice or diminish those obligations in whole or in part, including without limitation (whether or not known to it or any other party to the B Note Instruments):
  - (A) any time, indulgence or waiver granted to, or composition with, any Obligor or other person;
  - (B) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights or remedies against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
  - (C) any legal limitation, disability, incapacity or lack of powers, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person;
  - (D) any variation (however fundamental and whether or not involving an increase in liability of any Obligor) or replacement of a Note Finance Document (as defined in the B Note Instruments) or any other document or security so that references to that Note Finance Document in the B Note Instruments shall include each variation or replacement;
  - (E) any unenforceability, illegality, invalidity or frustration of any obligation of any person under any Note Finance Document (as defined in the B Note Instruments) or any other document or security or any failure of any Obligor or proposed Obligor to become bound by the terms of any Note Finance Document (as defined in the B Note Instruments);
  - (F) any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation of any Obligor under a Note Finance Document (as defined in the B Note Instruments) resulting from any

insolvency, liquidation or dissolution proceedings or from any law, regulation or order; and

(G) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor or any member of the Group,

so that each such obligation shall, for the purposes of such obligations under the B Note Instruments, remain in full force and be construed as if there were no such act, circumstance, variation, omission, matter or thing; and

- (iii) agree that a Finance Party may set off any obligation due and payable by IPC Funding under the Notes (as defined in the B Note Instruments) (to the extent beneficially owned by that Finance Party) against any obligation (whether or not due and payable) owed by that Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in difference currencies, the Finance Party may consent either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. If either obligation is unliquidated or unascertained the Finance Party may set-off in an amount estimated by it to be the amount of that obligation.
- (c) By executing the New Debenture, Subco will:
  - (i) as primary obligor and not merely as surety, covenant with the Security Agent that it will pay or discharge the Secured Liabilities (as defined in the New Debenture) on the due date therefor in the manner provided in the relevant Finance Document (as defined in the New Debenture);
  - (ii) with full title guarantee, charge in favour of the Security Agent 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 all the Secured Liabilities (as defined in the New Debenture):
  - undertake to, at its own expense, execute and do all such assurances, acts and things as the Security Agent may reasonably require for perfecting or protecting the security intended to be created by the New Debenture over the assets secured thereby (the "Security Assets") or any part thereof or for facilitating (if and when such security becomes enforceable) the realisation of the Security Assets or any part thereof and in the exercise of all powers, authorities and discretions vested in the Security Agent (or any receiver appointed pursuant to the New Debenture) of the Security Assets or any part thereof or in any delegate or sub-delegate of the Security Agent or any such receiver. To that intent, Subco will undertake, in particular, to execute all transfers, conveyances, assignments and assurances of such property whether to the Security Agent or to its nominees and give all notices, orders and directions and make all registrations which the Security Agent may reasonably think expedient; and

- off any obligation due and payable by Subco (whether under the Finance Documents or which has been assigned to the Security Agent by any other Chargor (as defined in the New Debenture) under the New Debenture) against any obligation (whether or not due and payable) owed by the Security Agent or such Lender (as the case may be) to Subco, regardless of the place of payment, booking branch or currency of either obligation; and, if the obligations are in different currencies, permit the Security Agent or such Lender (as the case may be) to convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off; and, if either obligation is unliquidated or unascertained, permit the Security Agent or such Lender (as the case may be) to set off in an amount estimated by it in good faith to be the amount of that obligation.
- (d) By executing the Intra-Group Loan Agreement Subco, together with, inter alia, the Company, will make available to, inter alia, IPC Funding and IPC Magazines (UK) Limited revolving credit facilities of up to the sterling equivalent of €28,695,841 and £932,582,358 to be used, inter alia:
  - by IPC Magazines (UK) Limited to make payments under an inter company loan agreement made between IPC Funding as lender and IPC Magazines (UK) Limited as borrower; and
  - (ii) by IPC Funding to make payments when due under the Note Instruments:

and provided that Subco will only be obliged to make advances under the Intra Group Facility Agreement if, inter alia, the aggregate of all monies standing to the credit of its bank accounts exceeds the amount of the proposed advance and Subco is not in liquidation or administration or the subject of a creditor's voluntary arrangement.

- (e) By executing the Debenture Accession Agreement Subco will:
  - (i) as primary obligor and not merely as surety, covenant with the Security Agent that it
    will pay or discharge the Secured Liabilities on the due date therefor in the manner
    provided in the relevant Finance Document (as defined therein);
  - (ii) with full title guarantee, charge in favour of the Security Agent 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 all the Secured Liabilities;
  - (iii) undertake to, at its own expense, execute and do all such assurances, acts and things as the Security Agent may reasonably require for perfecting or protecting the security intended to be created by the Debenture over the assets secured thereby (the "Security Assets") or any part thereof or for facilitating (if and when such security becomes enforceable) the realisation of the Security Assets or any part thereof and in the exercise of all powers, authorities and discretions vested in the Security Agent (or any receiver appointed pursuant to the Debenture) of the Security Assets or any part thereof or in any delegate or sub-delegate of the Security Agent or any such receiver.

To that intent, Subco will undertake, in particular, to execute all transfers, conveyances, assignments and assurances of such property whether to the Security Agent or to its nominees and give all notices, orders and directions and make all registrations which the Security Agent may reasonably think expedient; and

- (iv) permit the Security Agent and each Lender (as defined in the Debenture) to set off any obligation due and payable by Subco (whether under the Finance Documents or which has been assigned to the Security Agent by any other Chargor (as defined in the Debenture) under the Debenture against any obligation (whether or not due and payable) owed by the Security Agent or such Lender (as the case may be) to Subco, regardless of the place of payment, booking branch or currency of either obligation; and, if the obligations are in different currencies, permit the Security Agent or such Lender (as the case may be) to convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off; and, if either obligation is unliquidated or unascertained, permit the Security Agent or such Lender (as the case may be) to set off in an amount estimated by it in good faith to be the amount of that obligation.
- (f) By amending the Priority Agreement by executing the Third Supplemental Priority Agreement Subco will covenant with the Security Agent, inter alia, to pay the Senior Term Loan and the Revolving Credit Facility in priority to the New Mezzanine Debt and to pay the Senior Debt and New Mezzanine Debt in priority to its other payment obligations subject to the terms thereof; and will covenant with the Senior Agent to pay the Senior Debt, the Hedging Liabilities and the New Mezzanine Debt (all as defined in the Third Supplemental Priority Agreement) to the Senior Agent under and to the extent due from it under the Senior Finance Documents, the Hedging Documents or the New Mezzanine Documents (all as defined in the Third Supplemental Priority Agreement) as the case may be.
- (g) By executing the Guarantor Accession Agreement Subco will:
  - (i) irrevocably, unconditionally, jointly and severally:
    - (A) as principal obligor, and not merely as surety, guarantee to each Finance Party (as defined in the Senior Facilities Agreement) prompt performance by each other Obligor of all its obligations under the Senior Finance Documents (as defined in the Senior Facilities Agreement) and the payments when due of all sums from time to time payable by each other Obligor;
    - (B) undertake with each Finance Party that whenever a Borrower (as defined in the Senior Facilities Agreement) does not pay any amount when due under or in connection with a Senior Finance Document, that it shall forthwith on demand by the Facility Agent pay that amount as if it instead of the relevant Borrower were expressed to be the principal obligor;
    - (C) indemnify each Finance Party on demand against any loss or liability suffered by such Finance Party if an obligation guaranteed by the company is or becomes unenforceable, invalid or illegal;

- (ii) agree that the guarantee obligations of the company set out in the Senior Facilities Agreement will not be affected by any act, circumstance, omission, matter or thing which, but for the following, would reduce, release or prejudice any of such obligations or prejudice or diminish such obligations in whole or in part, including without limitation (whether or not known to it or any other party to the Senior Facilities Agreement):
  - (A) any time, indulgence or waiver granted to, or composition with, any Obligor or other person;
  - (B) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights or remedies against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
  - any legal limitation, disability, incapacity or lack of powers, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person;
  - (D) any variation (however fundamental or whether or not involving an increase in liability of any Obligor) or replacement of a Finance Document or any other document or security so that references to that Finance Document shall include each variation or replacement;
  - (E) any unenforceability, illegality, invalidity or frustration or any obligation of any person under any Finance Document or any other document or security or any failure of any Obligor or proposed Obligor to become bound by the terms of any Finance Document; and
  - (F) any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation or any Obligor under a Finance Document resulting from any insolvency, liquidation, or dissolution proceedings or from any law, regulation or order,

so that each such obligation shall, for the purposes of such obligations, remain in full force and be construed as if there were no such act, circumstance, variation, omission, matter or thing; and

(iii) permit any Finance Party to set off any obligation due and payable by the company under the Senior Facilities Agreement (to the extent beneficially owned by that Finance Party) against any obligation (whether or not due and payable) owed by that Finance Party to the company, regardless of the place of payment, booking branch or currency of either obligation; and, if the obligations are in different currencies, permit the Finance Party to convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off; and, if either obligation is

unliquidated or unascertained, permit the Finance Party to set off in amount estimated by it in good faith to be the amount of that obligation.

References in this form to any agreement or document (or any provisions of, or definitions contained in any agreement or document referred to in 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.

References in this form to any party or person shall include their permitted successors, assigns, transferees and substitutes.

Subco may also incur costs, claims, losses, expenses, liabilities and taxes under the Senior Facility Agreement, the Notes Instruments, the Priority Agreement, the Debenture and New Debenture.



COMPANIES FORM No. 155(6)b

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



Please do not write in this margin

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)

IPC MAGAZINES LIMITED

Name of company

For official use Company number 53626

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

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!thexaselexalineation [all the directors] of the above company (hereinafter called 'this company') do solemnly and sincerely declare that:

is inappropriate

The business of this company is:

(c) something other than the above \$

This company is [the] [a] holding company ofIPC electric Limited ("Subco")	
	which is
proposing to give financial assistance in connection with the acquisition of shares	
in (this company)   International Publishing Corporation Limited	· · · · · · · · · · · · · · · · · · ·
the holding company of this	company.]†

For official Use

General Section

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

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

JXE/1301565

Page 1

COMPANIES HOUSE 02/09/99

•		margin
The number and class of the shares acquired or to be acquired is: Please see Attachment 2		Please complete legibly, preferably in black type, or bold block lettering
The assistance is to be given to: (note 2) IPC Magaz	cines (UK) Limited (Company	
Number 3483202) whose registered office		
Street, London SE1 9LS		
The assistance will take the form of:	-	
Please see Attachment 3		
he person who (has acquired) [with@ooxire] the share	s is:	t delete as
he person who [has acquired] [willbacoquice] the share IPC Magazines (UK) Limited	s is:	† delete as appropriate
	s is:	
IPC Magazines (UK) Limited		
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The principal terms on which the assistance will be given Please see Attachment 4  the amount (if any) by which the net assets of the core	en are:  mpany which is giving the assistance will be reduced	

- ·

19

complete
preferably
black type, or
diblock lettering

delete either (a) or (b) as appropriate 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) [It/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)

(b) ##isistantendeckita.commences.thecommuniques.gazdicthis.company.withis.xi2xmantis.commences.thecommences.thecompany.withis.company.company.withis.company.withis.company.withis.company.withis.company.withis.company.withis.company.withis.company.withis.company.withis.company.withis.company.withis.company.withis.company.withis.company.withis.company.withis.company.withis.company.withis.company.withis.company.company.withis.company.withis.company.company.withis.company.compa

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 Palma de Mallorca, D. Thomas
David Guy Arculus, titular del pasa

porte, número 009465522,

the <u>diez</u> day of <u>agosto</u>
one thousand nine hundred and <u>noventa y nueve</u>.

before me D. RAFAEL GIL MENDOZA(Notario)

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths. 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 155(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 EHI 2EB

### Attachment 1 - Form G155(6)b

Michael Matthew of Rodwell Manor, West Lambrook, South Pemberton, Somerset TA13 5HA, William Aley of Grove Cottage, Woodham Walter, Maldon, Essex CM9 6RX, Colin Reeves-Smith of 3 Purley Knoll, Purley, Surrey CR8 3AF, Thomas Arculus of Berry Leas, 35 Duck Street, Elton, Peterborough, Cambs PE8 6RQ, Sylvia Auton of 63 Meadway, London N14 6NJ, Sylvia Bailey of 5 Blyth's Wharf, Narrow Street, Limehouse, London E14 8DQ, Rene Carayol of 3 Victoria Rise, Hillgrove Road, Swiss Cottage, London NW6 4TH, Linda Lancaster-Gaye of 32 Dundee Court, 73 Wapping High Street, London E1 9YG, Andrew McDuff of 26 Clifton Road, Winchester, Hampshire SO22 5BU, David Stam of 42 Tormead Road, Guildford, Surrey GUI 2JB, Arthur Tanner of 26 Vancouver Road, Forest Hill, London SE23 2AF.

The electric attachment

Attachment 2 - Form 155(6)b

183,831,523 ordinary shares of 25 pence each



Attachment 3 - Form 155(6)b

The execution and delivery by Subco in connection with:-

- a senior facilities agreement (as the same has been and may be amended, varied or supplemented from time to time) (the "Senior Facilities Agreement") dated 5 January 1998 and entered into between, inter alia, IPC Magazines (UK) Limited, Goldman Sachs International as Arranger and Syndication Agent and Goldman Sachs Credit Partners, L.P. as Original Bank (all defined terms as defined in the Senior Facilities Agreement) and containing a guarantee pursuant to which, inter alia, the Company has guaranteed payment when due of all sums from time to time payable by each other Obligor (as defined therein); and
- a debenture (as the same has been and may be amended, varied or supplemented from time to time) (the "Debenture") dated 19<sup>th</sup> January 1998 entered into between, inter alia, the Company and the Security Agent pursuant to which the Company covenanted to pay and discharge the Secured Liabilities (as defined therein) on the due date and created fixed and floating charges over all its assets and undertakings by way of security for the Secured Liabilities;
- a priority agreement (as the same has been and may be amended, varied or supplemented from time to time) (the "Priority Agreement") dated 5 January 1998 regulating the priority arrangements between, inter alia, the Senior Creditors, the Mezzanine Creditors and the Investors (each as defined therein),

### of the following:

- a guarantor accession agreement (the "Guarantor Accession Agreement") to a supplemental senior facility agreement between, inter alia, IPC Magazines (UK) Limited (as Borrower), the Guarantors, Goldman Sachs International as Arranger and Syndication Agent and Goldman Sachs Credit Partners, L.P. as Original Bank (as the same may be varied, amended and supplemented from time to time, the "Fourth Supplemental Senior Facility Agreement");
- (b) discount loan note instruments (as the same may be amended, varied, supplemented or restated, from time to time) entered into between IPC Finance Limited ("IPC Funding"), certain companies (including Subco) as guarantors and Intermediate Capital Group PLC (as noteholders' agent) together constituting senior subordinated A notes with an aggregate issue price of £43,000,000 (the "A Note Instruments");
- discount loan note instruments (as the same may be amended, varied, supplemented or restated, from time to time) entered into between IPC Funding, certain companies (including Subco) as guarantors and Intermediate Capital Group PLC (as noteholders' agent) together constituting senior subordinated B notes with an aggregate issue price of £15,072,000 (the "B Note Instruments");

(d) a Common Terms Deed (as the same may be amended, varied, supplemented or restated, from time to time) entered into between IPC Group Limited, IPC Funding, certain companies (including Subco) as guarantors and Intermediate Capital Group PLC (as noteholders' agent) and the Original Noteholders (as defined therein) setting out certain terms and conditions common to all the A Note Instruments and the B Note Instruments (the "Common Terms Deed");

(together the A Note Instruments, the B Note Instruments and the Common Terms Deed are hereinafter referred to as the "Note Instruments");

- (e) an accession agreement (the "Priority Accession Agreement") to a supplemental priority agreement (as the same may be amended, varied, supplemented or restated, from time to time) entered into between, inter alia, IPC Magazines (UK) Limited, Subco and Barclays Bank PLC (as facility agent) (the "Third Supplemental Priority Agreement");
- (f) an accession agreement (the "Debenture Accession Agreement") to the Debenture to be entered into between Subco and Barclays Bank PLC as Security Agent pursuant to which Subco would covenant to pay and discharge the Secured Liabilities (as defined in the Debenture) on the due date and would create fixed and floating charges over all its assets and undertakings by way of security for the Secured Liabilities (as defined in the Debenture);
- (g) debenture (as the same may be amended, varied, supplemented or restated, from time to time) entered into by, inter alia, Subco in favour of Barclays Bank PLC (as security agent) granting fixed and floating charges over all its assets (the "New Debenture"); and
- (h) Intra-group loan agreement (as the same may be amended, varied, supplemented or restated, from time to time) between, inter alia, IPC Funding and IPC Magazines (UK) Limited and Subco (the "Intra-Group Loan Agreement").



### Attachment 4 - Form 155(6)b



- (a) By executing the A Note Instruments, Subco will:
  - (i) irrevocably, unconditionally, jointly and severally:
    - (A) as principal Obligor, and not merely as surety, guarantee to each Finance Party (as defined in the A Note Instruments) prompt performance by each other Obligor of all its obligations under the Note Finance Documents (as defined in the A Note Instruments) and the payments when due of all sums from time to time payable by each other Obligor;
    - (B) undertake with each Finance Party (as defined in the A Note Instruments) that whenever IPC Funding does not pay any amount when due under or in connection with any Note Finance Document (as defined in the A Note Instruments), that it shall forthwith on demand by the Noteholders' Agent pay that amount as if it instead of IPC Funding were expressed to be the principal Obligor; and
    - (C) indemnify each Finance Party (as defined in the A Note Instruments) on demand against any loss or liability suffered by such Finance Party if any obligation guaranteed by Subco is or becomes unenforceable, invalid or illegal;
  - (ii) agree that the obligations of Subco set out in the A Note Instruments will not be affected by any act, circumstance, omission, matter or thing which, but for this provision, would reduce, release or prejudice any of its obligations under the A Note Instruments or prejudice or diminish those obligations in whole or in part, including without limitation (whether or not known to it or any other party to the A Note Instruments):
    - (A) any time, indulgence or waiver granted to, or composition with, any Obligor or other person;
    - (B) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights or remedies against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
    - (C) any legal limitation, disability, incapacity or lack of powers, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person;



- (D) any variation (however fundamental and whether or not involving an increase in liability of any Obligor) or replacement of a Note Finance Document (as defined in the A Note Instruments) or any other document or security so that references to that Note Finance Document in the A Note Instruments shall include each variation or replacement;
- (E) any unenforceability, illegality, invalidity or frustration of any obligation of any person under any Note Finance Document (as defined in the A Note Instruments) or any other document or security or any failure of any Obligor or proposed Obligor to become bound by the terms of any Note Finance Document (as defined in the A Note Instruments);
- (F) any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation of any Obligor under a Note Finance Document (as defined in the A Note Instruments) resulting from any insolvency, liquidation or dissolution proceedings or from any law, regulation or order; and
- (G) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor or any member of the Group,

so that each such obligation shall, for the purposes of such obligations under the A Note Instruments, remain in full force and be construed as if there were no such act, circumstance, variation, omission, matter or thing; and

- (iii) agree that a Finance Party may set off any obligation due and payable by IPC Funding under the Notes (as defined in the A Note Instruments) (to the extent beneficially owned by that Finance Party) against any obligation (whether or not due and payable) owed by that Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in difference currencies, the Finance Party may consent either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. If either obligation is unliquidated or unascertained the Finance Party may set-off in an amount estimated by it to be the amount of that obligation.
- (b) By executing the B Note Instruments, Subco will:
  - (i) irrevocably, unconditionally, jointly and severally:
    - (A) as principal Obligor, and not merely as surety, guarantee to each Finance Party (as defined in the B Note Instruments) prompt performance by each other Obligor of all its obligations under the Note Finance Documents (as defined in the B Note Instruments) and the payments when due of all sums from time to time payable by each other Obligor;

- (B) undertake with each Finance Party (as defined in the B Note Instruments) that whenever IPC Funding does not pay any amount when due under or in connection with any Note Finance Document (as defined in the B Note Instruments), that it shall forthwith on demand by the Noteholders' Agent pay that amount as if it instead of IPC Funding were expressed to be the principal Obligor; and
- (C) indemnify each Finance Party (as defined in the B Note Instruments) on demand against any loss or liability suffered by such Finance Party if any obligation guaranteed by Subco is or becomes unenforceable, invalid or illegal;
- (ii) agree that the obligations of Subco set out in the B Note Instruments will not be affected by any act, circumstance, omission, matter or thing which, but for this provision, would reduce, release or prejudice any of its obligations under the B Note Instruments or prejudice or diminish those obligations in whole or in part, including without limitation (whether or not known to it or any other party to the B Note Instruments):
  - (A) any time, indulgence or waiver granted to, or composition with, any Obligor or other person;
  - (B) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights or remedies against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
  - (C) any legal limitation, disability, incapacity or lack of powers, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person;
  - (D) any variation (however fundamental and whether or not involving an increase in liability of any Obligor) or replacement of a Note Finance Document (as defined in the B Note Instruments) or any other document or security so that references to that Note Finance Document in the B Note Instruments shall include each variation or replacement;
  - (E) any unenforceability, illegality, invalidity or frustration of any obligation of any person under any Note Finance Document (as defined in the B Note Instruments) or any other document or security or any failure of any Obligor or proposed Obligor to become bound by the terms of any Note Finance Document (as defined in the B Note Instruments);
  - (F) any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation of any Obligor under a Note Finance Document (as defined in the B Note Instruments) resulting from any



insolvency, liquidation or dissolution proceedings or from any law, regulation or order; and

(G) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor or any member of the Group,

so that each such obligation shall, for the purposes of such obligations under the B Note Instruments, remain in full force and be construed as if there were no such act, circumstance, variation, omission, matter or thing; and

- (iii) agree that a Finance Party may set off any obligation due and payable by IPC Funding under the Notes (as defined in the B Note Instruments) (to the extent beneficially owned by that Finance Party) against any obligation (whether or not due and payable) owed by that Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in difference currencies, the Finance Party may consent either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. If either obligation is unliquidated or unascertained the Finance Party may set-off in an amount estimated by it to be the amount of that obligation.
- (c) By executing the New Debenture, Subco will:
  - (i) as primary obligor and not merely as surety, covenant with the Security Agent that it will pay or discharge the Secured Liabilities (as defined in the New Debenture) on the due date therefor in the manner provided in the relevant Finance Document (as defined in the New Debenture);
  - (ii) with full title guarantee, charge in favour of the Security Agent 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 all the Secured Liabilities (as defined in the New Debenture);
  - undertake to, at its own expense, execute and do all such assurances, acts and things as the Security Agent may reasonably require for perfecting or protecting the security intended to be created by the New Debenture over the assets secured thereby (the "Security Assets") or any part thereof or for facilitating (if and when such security becomes enforceable) the realisation of the Security Assets or any part thereof and in the exercise of all powers, authorities and discretions vested in the Security Agent (or any receiver appointed pursuant to the New Debenture) of the Security Assets or any part thereof or in any delegate or sub-delegate of the Security Agent or any such receiver. To that intent, Subco will undertake, in particular, to execute all transfers, conveyances, assignments and assurances of such property whether to the Security Agent or to its nominees and give all notices, orders and directions and make all registrations which the Security Agent may reasonably think expedient; and

- (iv) permit the Security Agent and each Lender (as defined in the New Debenture) to set off any obligation due and payable by Subco (whether under the Finance Documents or which has been assigned to the Security Agent by any other Chargor (as defined in the New Debenture) under the New Debenture) against any obligation (whether or not due and payable) owed by the Security Agent or such Lender (as the case may be) to Subco, regardless of the place of payment, booking branch or currency of either obligation; and, if the obligations are in different currencies, permit the Security Agent or such Lender (as the case may be) to convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off; and, if either obligation is unliquidated or unascertained, permit the Security Agent or such Lender (as the case may be) to set off in an amount estimated by it in good faith to be the amount of that obligation.
- (d) By executing the Intra-Group Loan Agreement Subco, together with, inter alia, the Company, will make available to, inter alia, IPC Funding and IPC Magazines (UK) Limited revolving credit facilities of up to the sterling equivalent of €28,695,841 and £932,582,358 to be used, inter alia:
  - (i) by IPC Magazines (UK) Limited to make payments under an inter company loan agreement made between IPC Funding as lender and IPC Magazines (UK) Limited as borrower; and
  - (ii) by IPC Funding to make payments when due under the Note Instruments;

and provided that Subco will only be obliged to make advances under the Intra Group Facility Agreement if, inter alia, the aggregate of all monies standing to the credit of its bank accounts exceeds the amount of the proposed advance and Subco is not in liquidation or administration or the subject of a creditor's voluntary arrangement.

- (e) By executing the Debenture Accession Agreement Subco will:
  - (i) as primary obligor and not merely as surety, covenant with the Security Agent that it will pay or discharge the Secured Liabilities on the due date therefor in the manner provided in the relevant Finance Document (as defined therein);
  - (ii) with full title guarantee, charge in favour of the Security Agent 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 all the Secured Liabilities;
  - undertake to, at its own expense, execute and do all such assurances, acts and things as the Security Agent may reasonably require for perfecting or protecting the security intended to be created by the Debenture over the assets secured thereby (the "Security Assets") or any part thereof or for facilitating (if and when such security becomes enforceable) the realisation of the Security Assets or any part thereof and in the exercise of all powers, authorities and discretions vested in the Security Agent (or any receiver appointed pursuant to the Debenture) of the Security Assets or any part thereof or in any delegate or sub-delegate of the Security Agent or any such receiver.



To that intent, Subco will undertake, in particular, to execute all transfers, conveyances, assignments and assurances of such property whether to the Security Agent or to its nominees and give all notices, orders and directions and make all registrations which the Security Agent may reasonably think expedient; and

permit the Security Agent and each Lender (as defined in the Debenture) to set off any obligation due and payable by Subco (whether under the Finance Documents or which has been assigned to the Security Agent by any other Chargor (as defined in the Debenture) under the Debenture against any obligation (whether or not due and payable) owed by the Security Agent or such Lender (as the case may be) to Subco, regardless of the place of payment, booking branch or currency of either obligation; and, if the obligations are in different currencies, permit the Security Agent or such Lender (as the case may be) to convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off; and, if either obligation is unliquidated or unascertained, permit the Security Agent or such Lender (as the case may be) to set off in an amount estimated by it in good faith to be the amount of that obligation.

- (f) By amending the Priority Agreement by executing the Third Supplemental Priority Agreement Subco will covenant with the Security Agent, inter alia, to pay the Senior Term Loan and the Revolving Credit Facility in priority to the New Mezzanine Debt and to pay the Senior Debt and New Mezzanine Debt in priority to its other payment obligations subject to the terms thereof; and will covenant with the Senior Agent to pay the Senior Debt, the Hedging Liabilities and the New Mezzanine Debt (all as defined in the Third Supplemental Priority Agreement) to the Senior Agent under and to the extent due from it under the Senior Finance Documents, the Hedging Documents or the New Mezzanine Documents (all as defined in the Third Supplemental Priority Agreement) as the case may be.
- (g) By executing the Guarantor Accession Agreement Subco will:
  - (i) irrevocably, unconditionally, jointly and severally:
    - (A) as principal obligor, and not merely as surety, guarantee to each Finance Party (as defined in the Senior Facilities Agreement) prompt performance by each other Obligor of all its obligations under the Senior Finance Documents (as defined in the Senior Facilities Agreement) and the payments when due of all sums from time to time payable by each other Obligor;
    - (B) undertake with each Finance Party that whenever a Borrower (as defined in the Senior Facilities Agreement) does not pay any amount when due under or in connection with a Senior Finance Document, that it shall forthwith on demand by the Facility Agent pay that amount as if it instead of the relevant Borrower were expressed to be the principal obligor;
    - (C) indemnify each Finance Party on demand against any loss or liability suffered by such Finance Party if an obligation guaranteed by the company is or becomes unenforceable, invalid or illegal;



agree that the guarantee obligations of the company set out in the Senior Facilities Agreement will not be affected by any act, circumstance, omission, matter or thing which, but for the following, would reduce, release or prejudice any of such obligations or prejudice or diminish such obligations in whole or in part, including without limitation (whether or not known to it or any other party to the Senior Facilities Agreement):

- (A) any time, indulgence or waiver granted to, or composition with, any Obligor or other person;
- (B) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights or remedies against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security:
- (C) any legal limitation, disability, incapacity or lack of powers, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person;
- (D) any variation (however fundamental or whether or not involving an increase in liability of any Obligor) or replacement of a Finance Document or any other document or security so that references to that Finance Document shall include each variation or replacement;
- (E) any unenforceability, illegality, invalidity or frustration or any obligation of any person under any Finance Document or any other document or security or any failure of any Obligor or proposed Obligor to become bound by the terms of any Finance Document; and
- (F) any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation or any Obligor under a Finance Document resulting from any insolvency, liquidation, or dissolution proceedings or from any law, regulation or order,

so that each such obligation shall, for the purposes of such obligations, remain in full force and be construed as if there were no such act, circumstance, variation, omission, matter or thing; and

(iii) permit any Finance Party to set off any obligation due and payable by the company under the Senior Facilities Agreement (to the extent beneficially owned by that Finance Party) against any obligation (whether or not due and payable) owed by that Finance Party to the company, regardless of the place of payment, booking branch or currency of either obligation; and, if the obligations are in different currencies, permit the Finance Party to convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off; and, if either obligation is

unliquidated or unascertained, permit the Finance Party to set off in amount estimated by it in good faith to be the amount of that obligation.

References in this form to any agreement or document (or any provisions of, or definitions contained in any agreement or document referred to in 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.

References in this form to any party or person shall include their permitted successors, assigns, transferees and substitutes.

Subco may also incur costs, claims, losses, expenses, liabilities and taxes under the Senior Facility Agreement, the Notes Instruments, the Priority Agreement, the Debenture and New Debenture.

