

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

155(6)b

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

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

The number and class of the shares acquired or to be acquired is: SEE EXHIBIT 1 ATTACHED

The assistance is to be given to: (note 2) Inhoco 3236 plc

whose registered office is at Bellerive House, 3 Muirfield Crescent, London, E14 9SZ and whose registered number is 05505790

The assistance will take the form of:

SEE EXHIBIT 2 ATTACHED

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

Inhoco 3236 plc whose registered office is at Bellerive House, 3 Muirfield Crescent, London, E14 9SZ and whose registered number is 05505790

† delete as
appropriate

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

SEE EXHIBIT 3 ATTACHED

The amount (if any) by which the net assets of the company which is giving the assistance will be reduced by giving it is Nil

The amount of cash to be transferred to the person assisted is £ SEE EXHIBIT 4 ATTACHED

The value of any asset to be transferred to the person assisted is £ SEE EXHIBIT 4 ATTACHED

Please do not
write in this
margin

The date on which the assistance is to be given is within eight weeks of the date hereof

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)

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

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

(b) ~~X~~We have formed the opinion that this company will be able to pay its debts in full within 12 months of the commencement of the winding up]* (note 3)

And ~~X~~we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at 10 NOBLE STREET
LONDON
EC2N 7JW

Declarants to sign below

on

Day	Month	Year
1	9	05
2	0	06

before me J. H.

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

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
- 5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

or, for companies registered in Scotland:-

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

REDBUS INTERHOUSE LIMITED

("RBIL")

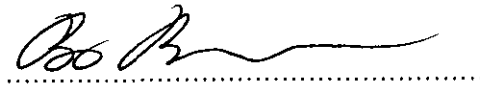
Exhibit 1

Exhibit 1 to form 155(6)(b) in respect of the financial assistance to be given to Inhoco 3236 plc (the "Borrower") by RBIL's subsidiary Redbus Interhouse (UK) Limited (the "Company")

The entire issued share capital of RBIL being 258,956,759 Ordinary Shares of one penny each.

This is Exhibit 1 as referred to in the Form 155(6)b Statutory Declaration of Bo Bendtsen, Carl Duncan Fry, Oliver Russell Grace, Sergei Riabtsov and Michael Tobin dated: **19 MAY** 2006

Signed: Bo Bendtsen



Carl Duncan Fry

.....

Oliver Russell Grace

.....

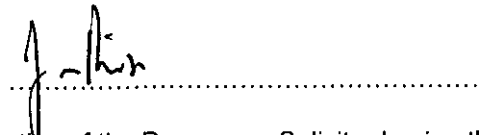
Sergei Riabtsov

.....

Michael Tobin

.....

Signed:



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

REDBUS INTERHOUSE LIMITED

("RBIL")

Exhibit 2

Exhibit 2 to form 155(6)(b) in respect of the financial assistance to be given to Inhoco 3236 plc (the "Borrower") by RBIL's subsidiary Redbus Interhouse (UK) Limited (the "Company")

Save as otherwise expressly provided below, terms defined in Exhibit 1 will have the same meaning in this Exhibit 2.

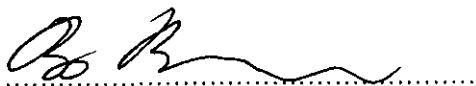
The execution, delivery and performance by the Company of its obligations under the following documents:

1. a letter of accession ("**Facility Agreement Accession Letter**") to be entered into in relation to a senior facility agreement ("**Senior Facility Agreement**") for the provision of a £30,000,000 term loan facility dated 1 November 2005 and made between Inhoco 3236 Plc (the "**Borrower**"), Telecity Group plc (the "**Parent**"), Inhoco 3213 Limited ("**Inhoco**"), the Original Lenders (as defined therein), the Original Guarantors (as defined therein) and Saberasu Japan Investments II BV (the "**Agent**" and the "**Security Trustee**") under which the Original Lenders agreed to make available to the Borrower a term loan credit facility and which incorporates a cross guarantee granted by the Original Guarantors to which the Company is to accede pursuant to the Facility Agreement Accession Letter ("**Guarantee**");
2. a letter of accession ("**Intercreditor Deed Accession Letter**") to be entered into in relation to an intercreditor deed ("**Intercreditor Deed**") dated 1 November 2005 and made between the Purchaser, Inhoco, the Agent and the Investors (as defined in the Senior Facility Agreement);
3. an intra-group loan agreement ("**Intra Group Loan Agreement**") for the provision of loan facilities to be made available by, *inter alios*, the Target and the Company to the Borrower and to be made between, *inter alios*, the Borrower, the Target and the Company;
4. an intra-group loan agreement for the provision of loan facilities to be made available by the Company to the Target and to be made between the Company and the Target (the "**Target Intra-Group Loan Agreement**");
5. a deed of accession (the "**Security Accession Deed**") to be entered into in respect of a debenture (the "**Debenture**") dated 1 November 2005 and made between the Parent, the Original Chargors (as defined therein) and the Security Trustee pursuant to which the Company is to grant fixed and floating charges over its assets and undertaking in order to secure the Secured Liabilities (as defined in therein); and
6. any other document as the directors of the Company consider necessary in connection with the above.

This is Exhibit 2 as referred to in the Form 155(6)b Statutory Declaration of Bo Bendtsen, Carl Duncan Fry, Oliver Russell Grace, Sergei Riabtsov and Michael Tobin dated: **19 MAY 2006**

Signed:

Bo Bendtsen



Carl Duncan Fry

.....

Oliver Russell Grace

.....

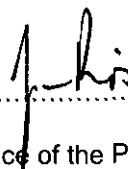
Sergei Riabtsov

.....

Michael Tobin

.....

Signed:



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

REDBUS INTERHOUSE LIMITED

("RBIL")

Exhibit 3

Exhibit 3 to form 155(6)(b) in respect of the financial assistance to be given to Inhoco 3236 plc (the "Borrower") by RBIL's subsidiary Redbus Interhouse (UK) Limited (the "Company")

Save as otherwise expressly provided below, terms defined in Exhibit 2 will have the same meaning in this Exhibit 3.

- 1.1 By executing the Facility Agreement Accession Letter, and entering into the Senior Facility Agreement as a Guarantor, and by giving the guarantee contained therein, the Company will inter alia irrevocably and unconditionally jointly and severally:
- (a) guarantee to each Finance Party the punctual performance by each other Obligor of all that Obligor's obligations under the Finance Documents;
 - (b) undertake with each Finance Party that whenever an Obligor does not pay any amount when due under or in connection with any Finance Document, to immediately on demand pay that amount as if it was the principal obligor;
 - (c) undertake to indemnify each Finance Party immediately on demand against any cost, loss or liability suffered by that Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which that Finance Party would otherwise have been entitled to recover;
 - (d) make certain representations to the Finance Parties; and
 - (e) undertake to comply with certain general undertakings, including an undertaking not to create or permit to subsist any Security over any of its assets and not to sell, lease, transfer loan or otherwise dispose of any of its assets or enter into an agreement to make any such disposal (in each case subject to certain exceptions),

for the avoidance of doubt the guarantee shall not apply to any liability under Tranche B or any interest, fees, commission or other costs and expenses attributable to Tranche B.

- 1.2 By executing the Facility Agreement Accession Letter, and by entering into the Senior Facility Agreement as a Guarantor, and by giving the guarantee contained therein, the Company irrevocably and unconditionally jointly and severally agrees that:
- (a) its guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Obligor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part;
 - (b) if any payment by an Obligor or discharge given by a Finance Party (whether in respect of any Obligor or any Security for those obligations or otherwise) is avoided or reduced as a result of insolvency, liquidation, examinership, administration or any similar event;
 - (i) the liability of each Obligor shall continue as if the payment, discharge, avoidance or reduction had not occurred; and

- (ii) the Finance Parties shall be entitled to recover the value or amount of that Security or payment from each Obligor, as if the payment, discharge, avoidance or reduction had not occurred;
- (c) the obligations of each of the Guarantors under Clause 19 of the Senior Facility Agreement will not be affected by an act, omission, matter or thing which, but for such Clause 19, would reduce, release or prejudice any of its obligations under such Clause 19 (whether or not known to it or any Finance Party) including:
 - (i) any time, waiver or consent granted to, or composition with, any Obligor or other person,
 - (ii) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any person;
 - (iii) the taking, variation, compromise, exchange, renewal, enforcement or release of, or refusal or neglect to perfect, take up or enforce, any rights 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;
 - (iv) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;
 - (v) any amendment (however fundamental), replacement, variation, novation, assignment or the avoidance or termination of a Finance Document or any other document or Security;
 - (vi) any unenforceability, illegality or invalidity of any obligation of, or any Security created by any person under any Finance Document or any other document; or
 - (vii) any insolvency, liquidation, administration, examinership or similar procedure;
- (d) it waives any right it may have of first requiring any Finance Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security or claim payment from any person before claiming from that Guarantor under such guarantee and/or indemnity and the waiver applies irrespective of any law or any provision of a Finance Document to the contrary.
- (e) it will not exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents:
 - (i) to receive or claim payment from or be indemnified by an Obligor;
 - (ii) to claim any contribution from any other guarantor of, or provider of Security in respect of, any Obligor's obligations under the Finance Documents;
 - (iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of any Finance Party under any Finance Document or of any guarantee or Security taken pursuant to, or in connection with, the Finance Documents by any Finance Party;
 - (iv) to exercise any right of set-off against any Obligor; and/or
 - (v) to claim or prove as a creditor of any Obligor in competition with any Finance Party; and
- (f) the guarantee is in addition to, is not in any way prejudiced by, and shall not merge with, any other guarantee or Security now or in the future held by any Finance Party.

- 2 By executing the Intercreditor Deed Accession Letter and entering into the Intercreditor Deed, the Company will inter alia:
- (a) undertake that it shall not, and procure that none of its Subsidiaries will, without the written consent of the Majority Lenders:
 - (i) redeem, defease, purchase (or procure that any person purchase on its behalf) or make any payment or distribution of any kind in respect or on account of the Intragroup Liabilities or seek to discharge all or part of them in any way;
 - (ii) create or permit to subsist any Security over any asset of any Group Company or give or permit to subsist any guarantee or financial support in respect of the whole or any part of the Intragroup Liabilities;
 - (iii) acquire or procure that any person acquire on its behalf all or part of the Intragroup Liabilities; or
 - (iv) take or omit to take any action as a result of which the ranking or subordination of the Intragroup Liabilities contemplated by the Intercreditor Deed would be impaired,except as set out in the Intercreditor Deed; and
 - (b) undertake that it shall not, without the written consent of the Majority Lenders:
 - (i) accept, demand or receive any payment or distribution of any kind in respect of or on account of any Intragroup Liability other than in accordance with the Intercreditor Deed;
 - (ii) take, accept or receive the benefit of any Security over the asset of any Group Company or any guarantee or other financial support in respect of the whole or any part of the Intragroup Liabilities;
 - (iii) discharge all or part of the Intragroup Liabilities by set-off, combination of accounts or otherwise than or otherwise other than in accordance with the terms of the Intercreditor Deed;
 - (iv) commence proceedings or obtain or enforce any judgement against any Group Company in relation to the Intragroup Liabilities;
 - (v) exercise its rights or powers under any Intragroup Document or otherwise against any Group Company (including any Enforcement Action); or
 - (vi) petition or apply for the winding up, dissolution, examinership or administration (or any other analogous proceedings in any other jurisdiction) of any Group Company; and
 - (c) undertake that if it receives any payment or distribution made in breach of the terms of the Intercreditor Deed it shall hold it on trust for, and pay it immediately to (or as directed by the Security Trustee after deducting the costs, liabilities and expenses (if any) reasonably incurred in recovering or receiving that payment or distribution.
- 3 By executing the Intra Group Loan Agreement the Target and the Company will inter alia agree to make certain loan facilities available to the Borrower on the terms and conditions set out therein.
- 4 By executing the Target Intra Group Loan Agreement the Company will inter alia agree to make certain loan facilities available to the Target on the terms and conditions set out therein.

- 5 By executing the Security Accession Deed, and entering into the Debenture the Company will inter alia:
- (a) covenant with the Security Trustee (for the benefit of itself and the other Finance Parties) on demand to pay and discharge all Secured Liabilities (as defined therein) as and when the same fall due for payment;
 - (b) as security for the payment of the Secured Liabilities with full title guarantee, charge in favour of the Security Trustee (for the benefit of itself and the other Finance Parties):
 - (i) by way of legal mortgage its interest in the Material Land referred to opposite its name in schedule 1 of the Security Accession Deed;
 - (ii) by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Land;
 - (iii) by way of mortgage or (if or to the extent that the Debenture does not take effect as a mortgage) by way of fixed charge:
 - a. all Shares; and
 - b. all related Distribution Rights;
 - (iv) by way of mortgage or (if or to the extent that the Debenture does not take effect as a mortgage) by way of fixed charge:
 - a. all Investments; and
 - b. all related Distribution Rights,including those held for it by any nominee;
 - (v) by way of fixed charge all Plant and Machinery in so far as it is not charged, granted, conveyed or demised under the other provisions of the Debenture;
 - (vi) by way of fixed charge:
 - a. all Book Debts;
 - b. all benefits, rights, and Security held in respect of, or to secure the payment of, the Book Debts;
 - (vii) by way of fixed charge:
 - a. all Non Trading Debts;
 - b. all benefits, rights, and Security held in respect of, or to secure the payment of, the Non Trading Debts
 - (viii) by way of fixed charge all Intellectual Property Rights (as set out in the Debenture);
 - (ix) by way of fixed charge its goodwill;
 - (x) by way of fixed charge its uncalled capital;
 - (xi) by way of fixed charge the benefit of all Authorisations held by it in relation to any Security Asset;
 - (xii) by way of assignment all its rights and interests under the Assigned Agreements to which it is a party;

- (xiii) by way of assignment and/or by way of fixed charge all amounts from time to time standing to the credit of any account in its name or to which it is beneficially entitled;
 - (xiv) by way of assignment all its rights and interests in the Insurances;
 - (xv) by way of fixed charge all its rights under any agreement to which it is a party other than the Assigned Agreements; and
 - (xvi) by way of floating charge all its present and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge or assigned under the other provisions of the Debenture.
- (c) undertake at its own expense, promptly to take any action and sign or execute any further documents which the Security Trustee may require in order to:
- (i) give effect to the requirements of the Debenture;
 - (ii) protect, preserve and perfect the Security intended to be created by or pursuant to the Debenture;
 - (iii) protect and preserve the ranking of the Security intended to be created by or pursuant to the Debenture with any other Security over any assets of an Chargor; and
 - (iv) facilitate the realisation of all or any of the Security Assets or the exercise of any rights, powers and discretions conferred on the Security Trustee, any Receiver or any administrator in connection with all or any of the Security, and such document may (i) disapply section 93 Law of Property Act 1925 and (ii) contain an assignment to the Security Trustee of the Book Debts in any manner reasonably required by the Security Trustee.
- (d) except as permitted by the Senior Facility Agreement, undertake not to enter into a single transaction or a series of transactions (whether related or not), whether voluntary or involuntary and whether at the same time or over a period of time, to sell, lease, transfer, loan (and, in the case of the Book Debts, factor or discount them), nor otherwise dispose of any Security, nor enter into an agreement to may any such disposal; and
- (f) undertake not to create or permit to subsist any Security over any or its assets except for the Security which is expressly permitted by the Senior Facility Agreement.

6 The Company will give certain other representations, warranties, covenants and indemnities to the Finance Parties pursuant to the Finance Documents.

7 Definitions

Save as otherwise expressly provided:

"Act" means the Companies Act 1985.

"Ancillary Liability" means, in relation to any Liability:

- (a) any refinancing, novation (not being a transfer permitted by the Finance Documents) refunding, deferral or extension of that Liability;
- (b) any further advance made under any agreement supplemental to any relevant facilities agreement plus all interest, fees and costs in connection with that advance;
- (c) any claim for damages or restitution in the event of rescission of that Liability or otherwise in connection with any relevant facilities agreement;

- (d) any claim against any Group Company flowing from any recovery by the Borrower or any other person of a payment or discharge in respect of that Liability on the grounds of preference or otherwise; or

any amount (such as post-insolvency interest) which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowability of it in any insolvency or other proceedings.

"Assigned Agreements" means the Intra-Group Loan Agreements.

"Authorisations" means an authorisation, consent, permission, approval, resolution, licence, exemption, filing, notarisation or registration.

"Book Debts" means, in relation to a Chargor, all its book debts arising in the ordinary course of trading.

"Chargor" means each Original Chargor and each company which grants Security over its assets in favour of the Security Trustee by executing a Security Accession Deed in accordance with Clause 21 of the Debenture.

"Commitment" shall have the meaning given to it in the Senior Facility Agreement.

"Enforcement Action", means any action to:

- (a) demand payment, declare prematurely due and payable or otherwise seek to accelerate payment of all or part of any Liability;
- (b) enforce (or require any other person to enforce) any Security (whether by sale, possession, appointment of an administrator or otherwise) or any guarantee;
- (c) discharge, sue for or commence proceedings to recover all or part of any Liability or obtain or enforce any judgment against any Group Company in relation to all or part of any Liability;
- (d) petition for, apply for or vote in favour of any resolution for the winding up, dissolution, administration, examinership or implementation of a voluntary arrangement in relation to any Group Company; or

recover or receive all or part of any Liability (including by exercising any rights of set-off or combination of accounts) other than in accordance with this Agreement.

"Finance Documents" means the Senior Facility Agreement, any Accession Letter, any Fee Letter, the Intercreditor Agreement, any Transaction Security Document, any Utilisation Request and any other document designated as a Finance Document by the parties.

"Finance Party" means the Agent, the Security Trustee and the Lenders.

"Financial Indebtedness" shall have the meaning given to it in the Senior Facility Agreement

"Group Company" means the Parent, Inhoco, the Borrower, Target, the Company and each of their respective Subsidiaries for the time being.

"Guarantor" means the Parent, Inhoco and the Borrower and each other Group Company which has given a guarantee under Clause 19 (*Guarantee and Indemnity*) of the Senior Facility Agreement whether as an Additional Guarantor or under Clause 23.35 (*Action after Unconditional Date*) of the Senior Facility Agreement.

"Insurances" means, in relation to a Chargor, each contract or policy of insurance to which that Chargor is a party or in which it has an interest.

"Intellectual Property Rights" shall have the meaning given to it in the Debenture.

"Intragroup Document", means any agreement or instrument evidencing any Financial Indebtedness between one Group Company and another Group Company (including the agreements set out in Schedule 5 of the Intercreditor Deed and any other document or agreement entered into under or in connection with that document).

"Intragroup Liabilities" means any liability payable or owing at any time by a Group Company to another Group Company and any Ancillary Liability.

"Investments" means all or any stocks, shares (other than any Shares), bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations).

"Land" has the same meaning as it has in section 205(1) of the Law of Property Act 1925.

"Liability" shall have the meaning given to it in Intercreditor Deed.

"Majority Lenders" means a Lender or Lenders whose Commitments aggregate more than 50 per cent of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than 50 per cent of the Total Commitments immediately before that reduction).

"Material Land" means any freehold land and any land with leaseholds in excess of 15 years which are not at rack rent.

"Non Trading Debts" means all debts and moneys due or payable to a Chargor except for Book Debts and those referred to in Clause 3.1.2 of the Debenture.

"Obligor" means the Borrower or a Guarantor.

"Plant and Machinery" means, in relation to a Chargor, all its fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related Authorisations, agreements and warranties.

"Receiver" means a receiver appointed pursuant to this Debenture or to any applicable law, whether alone or jointly, and includes a receiver and/or manager and, if the Security Trustee is permitted by law to appoint an administrative receiver, includes also an administrative receiver.

"Regulations" means the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and **"Regulation"** means any of them.

"Security" means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect.

"Security Asset" means, in relation to a Chargor, all of its assets which are the subject of any Security created or to be created by this Debenture.

"Shares" means all shares (other than the Target Shares) held by a Chargor in its Subsidiaries.

"Subsidiary" means a subsidiary undertaking within the meaning of Section 258 of the Act.

"Target" means Redbus Interhouse Limited.

"Target Shares" shall have the meaning given to it in the Debenture

"Total Commitments" shall have the meaning given to it in the Senior Facility Agreement.

"Tranche B" shall have the meanings ascribed to them the Senior Facility Agreement.

This is Exhibit 3 as referred to in the Form 155(6)b Statutory Declaration of Bo Bendtsen, Carl Duncan Fry, Oliver Russell Grace, Sergei Riabtsov and Michael Tobin dated: 19 MAY 2006

Signed: Bo Bendtsen



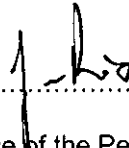
Carl Duncan Fry

Oliver Russell Grace

Sergei Riabtsov

Michael Tobin

Signed:



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

REDBUS INTERHOUSE LIMITED

("RBIL")

Exhibit 4

Exhibit 4 to form 155(6)(b) in respect of the financial assistance to be given to Inhoco 3236 plc (the "Borrower") by RBIL's subsidiary Redbus Interhouse (UK) Limited (the "Company")

The amount of cash/value of the assets transferred to the person assisted is nil however cash may become payable under the Intra Group Loan Agreement and/or the Finance Documents.

This is Exhibit 4 as referred to in the Form 155(6)b Statutory Declaration of Bo Bendtsen, Carl Duncan Fry, Oliver Russell Grace, Sergei Riabtsov and Michael Tobin dated: **19 MAY** 2006

Signed: Bo Bendtsen



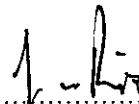
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