

G

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

155(6)b

CHFP025

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)

For official use

Company number

--	--	--	--	--	--

00168660

Name of company

* MIRROR GROUP LIMITED

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

* insert full name
of company

I/We ☒ SEE APPENDIX A

☒ insert name(s) and
address(es) of all
the directors

† delete as
appropriate

[the sole director] ~~[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:

- (a) ~~that of a recognised bank [licensed institution] within the meaning of the Banking Act 1979~~
 (b) ~~that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on
insurance business in the United Kingdom~~
 (c) something other than the above§

This company is [the] ☒ holding company of* Mirror Sub 1 Limited

_____ which is
proposing to give financial assistance in connection with the acquisition of shares
in [this company] [_____]

_____ ~~the holding company of this company~~†

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

Norton Rose
Kempson House
Camomile Street
London
EC3A 7AN
BD #471217v1

For official Use
General Section

Post room



LD7
COMPANIES HOUSE

0434
25/06/02

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: 457,823,273 Ordinary
Shares of 25 pence each

The assistance is to be given to: (note 2) Trinity Mirror plc (Co. No. 82548) whose
registered office is at Kingsfield Court, Chester Business Park, Chester CH4
9RE

The assistance will take the form of:

See Appendix B

The person who ^{on} [has acquired] ~~[will acquire]~~ the shares is:
Trinity Mirror plc

† delete as appropriate

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

See Appendix C

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

The amount of cash to be transferred to the person assisted is £ Zero

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

Please do not write in this margin

The date on which the assistance is to be given is See Appendix D

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

I/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) [I/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) ~~[It is intended to commence the winding-up of this company within 12 months of that date, and I/we have formed the opinion that this company will be able to pay its debts in full within 12 months of the commencement of the winding-up]* (note 3)~~

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

Declared at One Canada Square
London E14

Declarants to sign below

Day Month Year
on

1	2	0	6	2	0	0	2
---	---	---	---	---	---	---	---

Maifour Fing
AUTHORISED SIGNATORY FOR AND ON BEHALF OF
T M Directors Limited

before me [Signature] Commissioner for Oaths
London
A J CLAUDET

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

Mirror Sub 1 Limited

(Company No. 03890730)

(the "Company")

Appendix A

The name and registered office address of the sole corporate director of the Company is as follows:

TM Directors Limited
Kingsfield Court
Chester Business Park
Chester
Cheshire CH4 9RE

Mirror Sub 1 Limited

(Company No. 03890730)

(the "**Company**")

Appendix B

In this Statutory Declaration (including Appendix C) the following expressions have, unless otherwise defined, the following meanings:

"Agent" means The Royal Bank of Scotland plc;

"Banks" means the Banks (as such term is defined in the Credit Agreement);

"Borrowers" means (in respect of the Credit Agreement):

- (a) the Parent; and
- (b) each subsidiary of the Parent incorporated in the United Kingdom that has acceded to the Credit Agreement in accordance with clause 6 of the Credit Agreement;

"Credit Agreement" means the Credit Agreement to be dated on or about dated 20 June 2002 made between the Parent, the Agent and the Banks pursuant to which the Banks made available to the Parent and such of its subsidiaries as accede thereto as borrowers facilities originally in a maximum amount of up to £400,000,000 (the "**Facilities**");

"Finance Documents" means:

- (a) the Credit Agreement;
- (b) the fees letter(s) referred to in clause 20 of the Credit Agreement;
- (c) any borrower accession agreement in the form set out in Schedule 10 of the Credit Agreement;
- (d) any deed delivered by any Guarantor to the Agent substantially in the form set out in Schedule 8 of the Credit Agreement;

"Guarantor" means:

- (a) (in the case of the Credit Agreement):
 - (i) each of the companies (including the Company) listed in Schedule 7 of the Credit Agreement; and
 - (ii) each subsidiary (including the Company) of the Parent that, following the date of the Credit Agreement, accedes to the Credit Agreement as Guarantor and in relation to which notice from the Agent under clause 5 of the Credit Agreement has been given; and
- (b) (in the case of the US Guarantee) each of the Companies listed in Schedule 1 of the US Subsidiary Guarantee;

"Issuing Bank" means The Royal Bank of Scotland plc;

"Note Purchase Agreement" means the note purchase agreement to be dated on or about 20 June 2002 between the Parent and the Purchasers;

"Noteholders" means the registered holders from time to time of the Notes;

"Notes" means the 7.17% senior A notes due 2012, 7.27% senior B notes due 2012, 7.42% senior C notes due 2002 and 7.14% senior D notes due 2002 in each case issued pursuant to the Note Purchase Agreement;

"Parent" means Trinity Mirror plc (Company No. 82548);

"Purchasers" means the purchasers of the Notes set out in Schedule 1 of the Note Purchase Agreement;

"Required Holders" has the meaning given to that term in the Note Purchase Agreement; and

"US Subsidiary Guarantee" means the deed of guarantee to be dated on or about 20 June 2002 between the Guarantors and the Noteholders.

The assistance will take the form of the execution, delivery and performance by the Company of:

- (a) the Credit Agreement as Guarantor pursuant to which the Company, inter alia, guarantees that, if for any reason any Borrower does not pay any sum payable by it under any Finance Document by the time, on the date and otherwise in the manner specified in that Finance Document (whether on the normal due date, on acceleration or otherwise), the Company will pay that sum on demand by the Agent and gives certain indemnities and undertakings in favour of the Agent and each Bank; and
- (b) the US Subsidiary Guarantee as Guarantor pursuant to which the Company, inter alia, guarantees to the Noteholders that (i) it shall upon demand at any time in the manner specified in the US Subsidiary Guarantee pay to the Noteholders in the currency in which the same falls due for payment under the terms of the Note Purchase Agreement and the Notes, all monies which from time to time shall have become due or payable by the Parent to any or all of the Noteholders pursuant to the Note Purchase Agreement and the Notes and (ii) gives certain indemnities and undertakings in favour of the Noteholders.

This is the Appendix B referred to in the Form 155(6)b declared by the sole Director of the Company.

Mirror Group Limited

(Company No. 00168660)

(the "Company")

Appendix C

All capitalised terms in this Appendix C shall, unless the contrary intention appears, have the meanings given to them in Appendix B.

By entering into:

(a) the Credit Agreement as Guarantor, the Company and Mirror Sub 1 Limited inter alia:

- (i) jointly and severally unconditionally guarantees that, if for any reason any Borrower does not pay any sum payable by it under any Finance Document by the time, on the date and otherwise in the manner specified in that Finance Document (whether on the normal due date, on acceleration or otherwise), the Company and Mirror Sub 1 Limited will pay that sum on demand by the Agent;
- (ii) unconditionally and irrevocably agrees:
 - A that any sum which, although expressed to be payable by a Borrower under any Finance Document, is for any reason (whether or not now existing and whether or not now known or becoming known to any party to any Finance Document) not recoverable from the Company and Mirror Sub 1 Limited on the basis of a guarantee shall nevertheless be recoverable from it as if it were the sole principal debtor and shall be paid by it to the Agent on demand; and
 - B as a primary obligation to indemnify the Agent, the Issuing Bank and each Bank against any loss suffered by it as a result of any sum expressed to be payable by a Borrower under any Finance Document not being paid by the time, on the date and otherwise in the manner specified in that Finance Document or any payment obligation of a Borrower under any Finance Document being or becoming void, voidable or unenforceable for any reason (whether or not now existing and whether or not now known to any party to the Credit Agreement), the amount of that loss being the amount expressed to be payable by that Borrower in respect of the relevant sum; and
- (iii) each become an Obligor (as defined in the Credit Agreement) and as such give certain undertakings and representations which, if breached, could result in the Company and Mirror Sub 1 Limited having to make payments as damages or otherwise.

(b) the US Guarantee as Guarantor, the Company and Mirror Sub 1 Limited inter alia:

- (i) jointly and severally guarantees to the Noteholders that (i) it shall upon demand by the Required Holders at any time after the application of Section 7.2 of the Note Purchase Agreement pay to the Noteholders in the currency in which the same falls due for payment under the terms of the Note Purchase Agreement and the Notes, all monies which are from time to time due or payable by the Company and Mirror Sub 1 Limited to any or all of the Noteholders pursuant to the Note Purchase Agreement and the Notes;
- (ii) agrees that it shall on demand by any Noteholder at any time after such Noteholder has made a demand under Section 7.2 of the Note Purchase Agreement pay to such Noteholder in the currency in which the same falls due for payment under the terms of the Note Purchase Agreement and the Notes, all monies which are from time to time due or payable by the Company and Mirror Sub 1 Limited to such Noteholder pursuant to the Note Purchase Agreement and the Notes;

- (iii) agrees that it shall on demand by the Required Holders at any time after the Required Holders have made a demand under Section 7.2 of the Note Purchase Agreement pay to the Noteholders in the currency in which the same falls due for payment under the terms of the Note Purchase Agreement and the Notes, all monies which are from time to time due or payable by the Company and Mirror Sub 1 Limited to any or all of the Noteholders pursuant to the Note Purchase Agreement; and
- (iv) covenants with the Noteholders that it shall, to the extent that the same have fallen due and have not been paid pursuant to the terms of the Note Purchase Agreement and the Notes, on demand pay to the Noteholders all costs and expenses incurred by the Noteholders in relation to this Guarantee and the protection or enforcement of the Noteholders' rights hereunder.

This is the Appendix C referred to in the Form 155(6)b declared by the directors of the Company.

Mirror Sub 1 Limited

(Company No. 03890730)

(the "**Company**")

Appendix D

The date on which the assistance is to be given is the date of this Statutory Declaration or such later date or dates falling within the period of eight weeks from the date of the making of this Statutory Declaration.

This is the Appendix D referred to in the Form 155(6)b declared by the directors of the Company.



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**Deloitte
& Touche**

The Board of Directors
Mirror Group Limited
One Canada Square
Canary Wharf
London
E14 5AP

AUDITORS' REPORT TO THE DIRECTORS OF MIRROR GROUP LIMITED (THE "COMPANY") PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985

We have examined the attached statutory declaration of the directors of the Company dated 12 June 2002 in connection with the proposal that Mirror Sub 1 Limited, a subsidiary of the Company, should give financial assistance for the purchase of 457,823,273 of the Company's ordinary shares.

Basis of opinion

We have enquired into the state of the Company's affairs in order to review the bases for the statutory declaration.

Opinion

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in section 156(2) of the Companies Act is unreasonable in all the circumstances.

Deloitte & Touche
Registered Auditors

12 June 2002

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COMPANIES HOUSE

LCULUSTP

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25/06/02