

THE COMPANIES ACTS 1985 AND 1989
PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTION

of

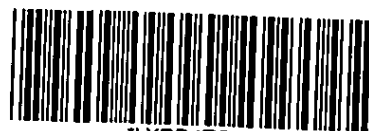
STRADBROOK HOLDINGS LIMITED

Written resolutions of all the shareholders of Stradbrook Holdings Limited (the "**Company**") pursuant to Regulation 53 of Table A which applies to the Company passed as Special Resolutions of the Company

We, being all the members for the time being entitled to attend and vote at a general meeting of the Company **RESOLVE** as follows

SPECIAL RESOLUTIONS

- 1 THAT the giving by the Company of financial assistance for the purpose of the proposed acquisition of shares in the capital of Stradbrook Acquisitions Limited (the "**Buyer**") by investors, taking the form described in the Statutory Declaration of 1 October 2007 and made by all the Company's directors on Companies Form 155(6)(a) (a copy of which together with the report by the Company's auditors is annexed) be and it is hereby approved
- 2 THAT the giving by Centurycomm Limited of financial assistance for the purpose of the proposed acquisition of shares in the capital of the Buyer by investors, taking the form described in the Statutory Declaration of 1 October 2007 and made by all the Company's directors on Companies Form 155(6)(b) (copies of which together with the reports by the Company's auditors are annexed) be and it is hereby approved
- 3 THAT the giving by Raceform Limited of financial assistance for the purpose of the proposed acquisition of shares in the capital of the Buyer by investors, taking the form described in the Statutory Declarations of 1 October 2007 and made by all the Company's directors on Companies Form 155(6)(b) (copies of which together with the reports by the Company's auditors are annexed) be and it is hereby approved
- 4 THAT the giving by the Company of financial assistance for the purpose of the proposed acquisition of the entire issued share capital of the Company by the Buyer, taking the form described in the Statutory Declaration of 1 October 2007 and made by all the Company's directors on Companies Form 155(6)(a) (a copy of which together with the report by the Company's auditors is annexed) be and it is hereby approved
- 5 THAT the giving by Centurycomm Limited of financial assistance for the purpose of the proposed acquisition of the entire issued share capital in the Company by the Buyer, taking the form described in the Statutory Declarations of 1 October 2007 and made by all the Company's directors on Companies Form 155(6)(b) (copies of which together with the reports by the Company's auditors are annexed) be and it is hereby approved



- 6 THAT the giving by Raceform Limited of financial assistance for the purpose of the proposed acquisition of the entire issued share capital in the Company by the Buyer, taking the form described in the Statutory Declarations of 1 October 2007 and made by all the Company's directors on Companies Form 155(6)(b) (copies of which together with the reports by the Company's auditors are annexed) be and it is hereby approved
- 7 THAT the entry into of, or accession to, and the completion of the transactions contemplated by
- (a) a facilities agreement (the "**Facilities Agreement**") with Anglo Irish Bank Corporation plc (the "**Bank**") (as arranger, issuing bank, agent and security trustee) pursuant to which the Buyer is to be provided with a loan facility to borrow the maximum aggregate principal amount of £148,500,000 (one hundred and forty eight million, five hundred thousand pounds) to assist in the acquisition by the Buyer of the entire issued share capital of the Company and to provide working capital and to which the Company, Raceform Limited and Centurycomm Limited (together the "**SHL Group**") will accede pursuant to a letter of accession,
 - (b) an accession letter (the "**Accession Letter**") to the Facilities Agreement to be entered into by the Buyer, the Company, Centurycomm Limited and Raceform Limited addressed to the Bank pursuant to which each of the Company, Centurycomm Limited and Raceform Limited agree to be bound with the Buyer to the terms of the Facilities Agreement and the other Finance Documents (as defined in the Facilities Agreement),
 - (c) a debenture (the "**Debenture**") to be entered into by the Buyer and acceded to by the Company, Centurycomm Limited and Raceform Limited in favour of the Bank in which (a) the Buyer charges all of its assets from time to time including its shares held in the Company, (b) the Company charges all of its assets from time to time including its shares held in Raceform Limited, Centurycomm Limited and MG Five, (c) Raceform Limited charges all of its assets from time to time including its shares held in Racehorse Limited (The) and Outlook Press Limited and (d) Centurycomm Limited charges all of its assets from time to time, all as security for their respective obligations under the Facilities Agreement and the other Finance Documents (as defined in the Facilities Agreement),
 - (d) a supplemental deed (the "**Supplemental Deed**") to be entered into by the Company in favour of the Bank pursuant to which the Company (and each other member of the SHL Group) will accede to a debenture entered into by the Buyer in favour of the Bank and pursuant to which the Company will charge all of its assets from time to time including its shares held in Raceform Limited, Centurycomm Limited and MG Five as security for its obligations under the Facilities Agreement,
 - (e) a hedging strategy letter (the "**Hedging Strategy Letter**") to be entered into by the Buyer and the Bank pursuant to which the Buyer undertakes with the Agent and each of the other Finance Parties (each term as defined in the Facilities Agreement) to enter into Hedging Agreements (as defined in the

Facilities Agreement) to hedge 100% of the Buyer's interest rate exposure under the Facilities Agreement, and

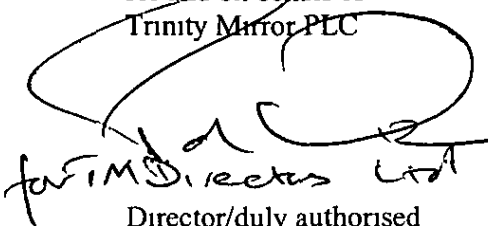
- (f) a fee letter (the "Fee Letter") to be entered into by the Bank and the Buyer pursuant to which the Buyer agrees to pay, or procure the payment of, £2,067,000 to the Bank (as arranger), for its own account, as an arranger's fee, as well as an additional arranger's fee of either (a) £150,000 in the event Facility E (as defined in the Facilities Agreement) is not repaid within three months of the date of the Fee Letter, or (b) £100,000 in the event Facility E is repaid within three months of the date of the Fee Letter. The Buyer also agrees to pay, or procure to be paid, to the Agent for its own account a facilitation fee of £250,000 in the event of certain events occurring,

be and are hereby approved



Director/duly authorised
for and on behalf of
Trinity Mirror PLC

Date 01/10/2007



for MG Guarantee Co Ltd

Director/duly authorised
for and on behalf of
MG Guarantee Co Limited

Date 01/10/2007

Company Number 168660

THE COMPANIES ACTS 1985 AND 1989
PRIVATE COMPANY LIMITED BY SHAR
WRITTEN RESOLUTION

of

STRADBROOK HOLDINGS LIMITED

The following written resolutions were passed as Special Resolutions of the Company on 1 October 2007 pursuant to Regulation 53 of Table A which applies to the Company

SPECIAL RESOLUTIONS

- 1 THAT the giving by the Company of financial assistance for the purpose of the proposed acquisition of shares in the capital of Stradbrook Acquisitions Limited (the "Buyer") by investors, taking the form described in the Statutory Declaration of 1 October 2007 and made by all the Company's directors on Companies Form 155(6)(a) (a copy of which together with the report by the Company's auditors is annexed) be and it is hereby approved
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- 3 THAT the giving by Raceform Limited of financial assistance for the purpose of the proposed acquisition of shares in the capital of the Buyer by investors, taking the form described in the Statutory Declarations of 1 October 2007 and made by all the Company's directors on Companies Form 155(6)(b) (copies of which together with the reports by the Company's auditors are annexed) be and it is hereby approved
- 4 THAT the giving by the Company of financial assistance for the purpose of the proposed acquisition of the entire issued share capital of the Company by the Buyer, taking the form described in the Statutory Declaration of 1 October 2007 and made by all the Company's directors on Companies Form 155(6)(a) (a copy of which together with the report by the Company's auditors is annexed) be and it is hereby approved
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- 6 THAT the giving by Raceform Limited of financial assistance for the purpose of the proposed acquisition of the entire issued share capital in the Company by the Buyer, taking the form described in the Statutory Declarations of 1 October 2007 and made

by all the Company's directors on Companies Form 155(6)(b) (copies of which together with the reports by the Company's auditors are annexed) be and it is hereby approved

7 THAT the entry into of, or accession to, and the completion of the transactions contemplated by

- (a) a facilities agreement (the "**Facilities Agreement**") with Anglo Irish Bank Corporation plc (the "**Bank**") (as arranger, issuing bank, agent and security trustee) pursuant to which the Buyer is to be provided with a loan facility to borrow the maximum aggregate principal amount of £148,500,000 (one hundred and forty eight million, five hundred thousand pounds) to assist in the acquisition by the Buyer of the entire issued share capital of the Company and to provide working capital and to which the Company, Raceform Limited and Centurycomm Limited (together the "**SHL Group**") will accede pursuant to a letter of accession,
- (b) an accession letter (the "**Accession Letter**") to the Facilities Agreement to be entered into by the Buyer, the Company, Centurycomm Limited and Raceform Limited addressed to the Bank pursuant to which each of the Company, Centurycomm Limited and Raceform Limited agree to be bound with the Buyer to the terms of the Facilities Agreement and the other Finance Documents (as defined in the Facilities Agreement),
- (c) a debenture (the "**Debenture**") to be entered into by the Buyer and acceded to by the Company, Centurycomm Limited and Raceform Limited in favour of the Bank in which (a) the Buyer charges all of its assets from time to time including its shares held in the Company, (b) the Company charges all of its assets from time to time including its shares held in Raceform Limited, Centurycomm Limited and MG Five, (c) Raceform Limited charges all of its assets from time to time including its shares held in Racehorse Limited (The) and Outlook Press Limited and (d) Centurycomm Limited charges all of its assets from time to time, all as security for their respective obligations under the Facilities Agreement and the other Finance Documents (as defined in the Facilities Agreement),
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- (e) a hedging strategy letter (the "**Hedging Strategy Letter**") to be entered into by the Buyer and the Bank pursuant to which the Buyer undertakes with the Agent and each of the other Finance Parties (each term as defined in the Facilities Agreement) to enter into Hedging Agreements (as defined in the Facilities Agreement) to hedge 100% of the Buyer's interest rate exposure under the Facilities Agreement, and

- (f) a fee letter (the "**Fee Letter**") to be entered into by the Bank and the Buyer pursuant to which the Buyer agrees to pay, or procure the payment of, £2,067,000 to the Bank (as arranger), for its own account, as an arranger's fee, as well as an additional arranger's fee of either (a) £150,000 in the event Facility E (as defined in the Facilities Agreement) is not repaid within three months of the date of the Fee Letter, or (b) £100,000 in the event Facility E is repaid within three months of the date of the Fee Letter. The Buyer also agrees to pay, or procure to be paid, to the Agent for its own account a facilitation fee of £250,000 in the event of certain events occurring,

be and are hereby approved

Mark Flood

Secretary