

CHFP025

Declaration in relation to assistance for the acquisition of shares

155(6)a

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

T	-	T	-	T	-
I		I		I	
L	-	L	-	L	-

01475376

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

Name of company

* HOLLIS PUBLISHING LIMITED

* insert full name
of company

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

XWe o Rory Arthur CONWELL of 91 Marsh Lane, Mill Hill, London, NW7 4LE,
Michael HARRINGTON of 3 Novara Row, Calabria Road, London, N5 1JL, Neil
Edwin SMITH of 6 Drylands Road, London, N8 9HN and Ahmed ZAHEDIEH of
310 Liverpool Road, London, N7 8PU

being

† delete as appropriate

~~Do not delete~~ [all the directors] † of the above company do solemnly and sincerely declare that:

The business of the company is:

§ delete whichever
is inappropriate

[illegible]

(c) something other than the above §

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

[company] XXXXXXXXXXXXXXXXXXXXXXXXXX

The assistance is for the purpose of ~~the acquisition~~ [reducing or discharging a liability incurred for the purpose of that acquisition]. †

The number and class of the shares acquired or to be acquired is: 100 A ordinary shares of £1

Presenter's name address and reference (if any) :
Lawrence Graham LLP
190 Strand
WC2R 1JN

For official Use
General Section

Post room

FRIDAY



A49G8NIG

02/03/2007

COMPANIES HOUSE

502

The assistance is to be given to: (note 2) Wilmington Group plc of Paulton House, 8 Shepherdess Walk,
London N1 7LB

Please do not
write in
this margin

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

The assistance will take the form of:

Please see Annexure A

The person who ~~[has acquired]~~^{will acquire} the share is:

† delete as
appropriate

Hollis Directories Limited of Paulton House, 8 Shepherdess Walk, London N1 7LB

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

Please see Annexure B

The amount of cash to be transferred to the person assisted is £ 70,000,000

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

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

Please do not
write in
this margin

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

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

~~1/~~We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

(a) ~~1/~~We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date]* (note 3)

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

And 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 19-21 Christopher Street,
London EC2A 2BS, England

Declarants to sign below

on

Day	Month	Year
27	02	2007

before me [Signature]
A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

[Signature]
A Commissioner for Oaths
10 Philpot Lane
London EC3M 8BR,
England
(Alisa Grafton)

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

DX 33050 Cardiff

or, for companies registered in Scotland:-

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

DX 235 Edinburgh

or LP-4 Edinburgh 2

FORM 155(6)a

Hollis Publishing Limited (the "Company")

(Registration Number 01475376)

ANNEXURE A

The Company is proposing to give financial assistance in connection with the acquisition by Wilmington Business Information Limited of the Company's entire issued share capital (the "**Acquisition**").

The Acquisition was financed in part by certain banking facilities (the "**Existing Facilities**").

Wilmington Group Plc is proposing to refinance the Existing Facilities by entering into the Facilities Agreement (as defined below). The execution by the Company of the document listed below may constitute financial assistance under Section 151 of the Companies Act 1985.

The execution of a multicurrency revolving credit facility agreement (the "**Facilities Agreement**") dated on or about the date of this form made between, inter alia, (1) Wilmington Group Plc (as Borrower and Original Guarantor) (the "**Borrower**"); (2) the Company (as Original Guarantor); and (3) Barclays Bank Plc (as Ancillary lender, Original Lender and Agent) (the "**Agent**") up to an aggregate maximum principal amount of £70,000,000 and which sets out the terms on which the Company would provide a guarantee of all the obligations of each Borrower under the Finance Documents.

All terms which are defined in the text of this Annexure A shall have the same meaning when used elsewhere in Annexure B.

FORM 155(6)a

Hollis Publishing Limited (the "Company")

(Registration Number 01475376)

ANNEXURE B

The principal terms on which assistance will be given are:

Facilities Agreement

By entering into the Facilities Agreement the Company would become a Guarantor and to be bound by the terms of the Facilities Agreement and the other Finance Documents as a Guarantor. Under the guarantee provisions in the Facilities Agreement set out in to Clause 18 (*Guarantee and Indemnity*) thereto, the Company would irrevocably and unconditionally jointly and severally:

- (a) guarantee to each Finance Party punctual performance by each Borrower of all that Borrower's obligations, under the Finance Documents;
- (b) undertake with each Finance Party that whenever a Borrower does not pay any amount when due under or in connection with any Finance Document, the Company shall immediately on demand pay that amount as if it was the principal obligor;
- (c) 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.

Continuing Guarantee

This 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.

Reinstatement

If any payment by an Obligor or any discharge given by a Finance Party (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event:

- (a) the liability of each Obligor shall continue as if the payment, discharge, avoidance or reduction had not occurred; and
- (b) each Finance Party 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.

Waiver of Defences

The obligations of each Guarantor under Clause 18 of the Facilities Agreement will not be affected by an act, omission, matter or thing which, but for Clause 18 of the Facilities Agreement, would reduce, release or prejudice any of its obligations under Clause 18 of the Facilities Agreement (without limitation and whether or not known to it or any Finance Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
- (c) the taking, variation, compromise, exchange, renewal 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;
- (d) 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;
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- (g) any insolvency or similar proceedings.

Immediate Recourse

The Company 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 Clause 18 of the Facilities Agreement. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

Appropriations

Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full, each Finance Party (or any trustee or agent on its behalf) may:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by that Finance Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Guarantor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from any Guarantor or on account of any Guarantor's liability under Clause 18 of the Facilities Agreement.

Deferral of Guarantors' Rights

Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full and unless the Agent otherwise directs, no Guarantor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents:

- (a) to be indemnified by an Obligor;
- (b) to claim any contribution from any other guarantor of any Obligor's obligations under the Finance Documents; and/or
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Finance Party.

Additional Security

The guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Finance Party.

Guarantee Limitations

The obligations of the Company under this Clause will not extend to cover any indebtedness which if they did so extend would cause the infringement of sections 151 to 158 of the Companies Act 1985 (in the case of an Obligor incorporated in the United Kingdom) or any other similar enactments or provisions in any other jurisdiction (in the case of any Obligor incorporated outside the United Kingdom) and, for the avoidance of doubt, the obligations of each Additional Guarantor under this Clause are subject to any limitations set out in the Accession Letter applicable to such Additional Guarantor.

In this form the following terms have the following meanings:

"Additional Guarantor" means a Subsidiary of Wilmington Group Plc which becomes an Additional Guarantor in accordance with Clause 25 of the Facilities Agreement (Changes to the Obligors).

"Finance Document" means the Facilities Agreement, any Fee Letter, Accession Letter, Resignation Letter, Ancillary Facility Letter, Hedging Documents (as such terms are defined in the Facilities Agreement) and any other document designated as such by the Agent and the Borrower.

"Finance Party" means the Agent, the Mandated Lead Arrangers, each Lender, each Hedge Counterparty and the Ancillary Lender (as such terms are defined in the Facilities Agreement).

"Guarantor" means Wilmington Group Plc and any Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 25 of the Facilities Agreement (Changes to the Obligors).

"Obligor" means a Borrower or a Guarantor.

"Subsidiary" means a subsidiary within the meaning of section 736 of the Companies Act 1985.

**AUDITORS' REPORT TO THE DIRECTORS OF HOLLIS PUBLISHING 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 27 February 2007 in connection with the proposal that the Company should give financial assistance for the purchase of the entire share capital of the Company.

This report is made solely to the Company's directors, as a body, in accordance with Section 156(4) of the Companies Act 1985. Our work has been undertaken so that we might state to the directors those matters we are required to state to them in an auditors' report and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the Company's directors as a body, for our audit work, for this report, or for the opinions we have formed.

Basis of opinion

We have enquired into the state of the Company's affairs so far as necessary for us 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 1985 is unreasonable in all the circumstances.

PKF (UK) LLP

PKF (UK) LLP

Registered Auditors
London
27 February 2007