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CHFP025

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

155(6)b

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

[] [] [] [] [] []

1985909

Name of company

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

* SOUTHNEWS LIMITED

* insert full name
of company

See We *o* SEE APPENDIX A

A 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~~ *†* [a] holding company of* Middlesex County Press Limited (Company
No. 2068255) 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

AA06015/statdecbsouth.1dd

For official Use
General Section

Post room



LD8
COMPANIES HOUSE

WLKTLYJQW

0481
28/02/01

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: 23,520,095 Ordinary Shares
of 5 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 and Trinity Mirror Regionals plc (Co. No. 3890736) whose registered
office is at One Canada Square, London E14 5AP

The assistance will take the form of:

See Appendix B

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

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

TM 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) TM 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) ~~[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 1 CANADA SQUARE, LONDON E14

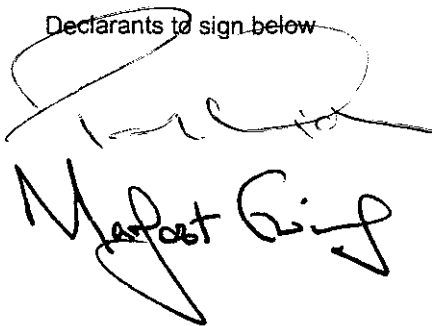
Declarants to sign below

Day Month Year
on

2	3	0	2	2	0	0	1
---	---	---	---	---	---	---	---

before me

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


Commissioner for Oaths
10 Philpot Lane,
London EC3M 8BR,
England
(Iain A. Rogers)

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

Southnews Limited

(Company No. 1985909)

(the "Company")

Appendix A

The names and addresses of all the directors of the Company are as follows:

Paul Vickers Esq
Marley Manor
Marley Common
Haslemere
West Sussex
GU27 3PT

Margaret Ewing
Hamm Court
Weybridge
Surrey
KT13 8YG

Southnews Limited

(Company No. 1985909)

(the "Company")

Appendix B

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

"Credit Agreements" means the 1999 Credit Agreement and the 2001 Credit Agreement;

"MCP" means Middlesex County Press Limited (Company No. 2068255);

"1999 Agent" means The Royal Bank of Scotland plc;

"1999 Arrangers" means Barclays Capital (the Investment Banking Division of Barclays Bank PLC) and The Royal Bank of Scotland plc;

"1999 Banks" means the Banks (as such term is defined in the 1999 Credit Agreement);

"1999 Borrowers" means:

- (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 9 of the 1999 Credit Agreement;

"1999 Credit Agreement" means the Credit Agreement dated 30 July 1999 between the Parent as Original Borrower and Original Guarantor, the Arrangers, the Agent, the banks and financial institutions named therein as Banks and The Royal Bank of Scotland plc as the Issuing Bank (as such agreement has been amended and restated pursuant to an amendment and restatement agreement dated 11 October 1999 and as further amended by a letter of amendment dated 24 January 2001) pursuant to which the Banks (as defined therein) made available to the Parent and such of its subsidiaries as accede thereto as borrowers facilities originally in a maximum amount of £1,050,000,000 (the **"1999 Facilities"**),

"1999 Finance Documents" means:

- (a) the 1999 Credit Agreement;
- (b) the fees letter(s) referred to in clause 26 of the 1999 Credit Agreement;
- (c) any agreement entered into between the Parent and any 1999 Bank which acts as a hedge counterparty under such agreement relating to the hedging arrangements referred to in clause 36.11 of the 1999 Credit Agreement;
- (d) any borrower accession agreement in the form set out in Schedule 10 of the 1999 Credit Agreement;
- (e) any deed delivered by any 1999 Guarantor to the 1999 Agent substantially in the form set out in Schedule 8 of the 1999 Credit Agreement;
- (f) the letter dated on or about the date of the 1999 Credit Agreement between the 1999 Arrangers and the Parent setting out the agreement between the parties thereto with respect to the syndication of the 1999 Facilities provided to the Borrowers pursuant to the 1999 Credit Agreement; and

- (g) the share charge to be granted by the Parent in favour of the 1999 Agent over the Shares owned by the Parent from time to time in accordance with clause 36.21 of the 1999 Credit Agreement;

"1999 Guarantor" means:

- (a) the Parent; and
- (b) each subsidiary of the Parent that, following the date of the 1999 Credit Agreement, accedes to the 1999 Credit Agreement as Guarantor and in relation to which notice from the 1999 Agent under clause 8 of the 1999 Credit Agreement has been given;

"1999 Guarantor Deed of Accession" means the deed of accession to the 1999 Credit Agreement to be entered into by, among others, the Company;

"Intra-Group Funding Agreement" means the intra-group funding agreement dated 23 December 1999 between, among others, the Parent and certain of the subsidiaries of the Parent as Borrowers and the Parent and certain of its subsidiaries as Lenders (as defined therein);

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

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

"Supplemental Agreement" means the agreement supplemental to the Intra-Group Funding Agreement to be entered into between, amongst others, the parties to the Intra-Group Funding Agreement and the Company; and

"2001 Agent" means The Royal Bank of Scotland plc;

"2001 Banks" means the Banks (as such term is defined in the 2001 Credit Agreement);

"2001 Borrowers" means:

- (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 2001 Credit Agreement;

"2001 Credit Agreement" means the Credit Agreement dated 24 January 2001 made between the Parent, the 2001 Agent and the 2001 Banks pursuant to which the 2001 Banks made available to the Parent and such of its subsidiaries as accede thereto as borrowers facilities originally in a maximum amount of £200,000,000 (the **"2001 Facilities"**);

"2001 Finance Documents" means:

- (a) the 2001 Credit Agreement;
- (b) the fees letter(s) referred to in clause 14 of the 2001 Credit Agreement;
- (c) any borrower accession agreement in the form set out in Schedule 10 of the 2001 Credit Agreement;
- (d) any deed delivered by any 2001 Guarantor to the 2001 Agent substantially in the form set out in Schedule 8 of the 2001 Credit Agreement;

"2001 Guarantor" means:

- (a) each of the companies listed in Schedule 7 of the 2001 Credit Agreement; and

- (b) each subsidiary of the Parent that, following the date of the 2001 Credit Agreement, accedes to the 2001 Credit Agreement as Guarantor and in relation to which notice from the 2001 Agent under clause 5 of the 2001 Credit Agreement has been given; and

"2001 Guarantor Deed of Accession" means the deed of accession to the 2001 Credit Agreement to be entered into by, among others, the Company.

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

- (a) the 1999 Guarantor Deed of Accession under which the Company and MCP accede as a 1999 Guarantors under the 1999 Credit Agreement and thereby, inter alia, guarantee that, if for any reason any 1999 Borrower does not pay any sum payable by it under any 1999 Finance Document by the time, on the date and otherwise in the manner specified in that 1999 Finance Document (whether on the normal due date, on acceleration or otherwise), the Company and MCP will pay that sum on demand by the 1999 Agent and give certain indemnities and undertakings in favour of the 1999 Agent, the Issuing Bank, each 1999 Arranger and each 1999 Bank;
- (b) the 2001 Guarantor Deed of Accession under which the Company and MCP accede as 2001 Guarantors under the 2001 Credit Agreement and thereby, inter alia, guarantee that, if for any reason any 2001 Borrower does not pay any sum payable by it under any 2001 Finance Document by the time, on the date and otherwise in the manner specified in that 2001 Finance Document (whether on the normal due date, on acceleration or otherwise), the Company and MCP will pay that sum on demand by the 2001 Agent and give certain indemnities and undertakings in favour of the 2001 Agent and each 2001 Bank; and
- (c) the Supplemental Agreement pursuant to which the Company and MCP will become a party to the Intra-Group Funding Agreement under which the Company and MCP would together with each of the other Lenders (as defined therein) make available to the Borrowers (as defined therein) advances to enable the Borrowers to, among other things, discharge amounts outstanding by way of principal or interest under the Credit Agreements or any agreements securing borrowings under the Credit Agreements.

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

Southnews Limited

(Company No. 1985909)

(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.

1 By entering into the 1999 Guarantor Deed of Accession, the Company and MCP inter alia:

- (a) jointly and severally unconditionally guarantee that, if for any reason any 1999 Borrower does not pay any sum payable by it under any 1999 Finance Document by the time, on the date and otherwise in the manner specified in that 1999 Finance Document (whether on the normal due date, on acceleration or otherwise), the Company and MCP will pay that sum on demand by the 1999 Agent;
- (b) unconditionally and irrevocably agree:
 - (i) that any sum which, although expressed to be payable by a 1999 Borrower under any 1999 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 1999 Finance Document) not recoverable from the Company and MCP 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 1999 Agent on demand; and
 - (ii) as a primary obligation to indemnify the 1999 Agent, the Issuing Bank, each 1999 Arranger and each 1999 Bank against any loss suffered by it as a result of any sum expressed to be payable by a 1999 Borrower under any 1999 Finance Document not being paid by the time, on the date and otherwise in the manner specified in that 1999 Finance Document or any payment obligation of a 1999 Borrower under any 1999 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 1999 Credit Agreement), the amount of that loss being the amount expressed to be payable by that 1999 Borrower in respect of the relevant sum; and
- (c) each become an Obligor (as defined in the 1999 Credit Agreement) and as such give certain undertakings and representations which, if breached, could result in the Company having to make payments as damages or otherwise.

2 By entering into the 2001 Guarantor Deed of Accession, the Company and MCP inter alia:

- (a) jointly and severally unconditionally guarantee that, if for any reason any 2001 Borrower does not pay any sum payable by it under any 2001 Finance Document by the time, on the date and otherwise in the manner specified in that 2001 Finance Document (whether on the normal due date, on acceleration or otherwise), the Company and MCP will pay that sum on demand by the 2001 Agent;
- (b) unconditionally and irrevocably agree:
 - (i) that any sum which, although expressed to be payable by a 2001 Borrower under any 2001 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 2001 Finance Document) not recoverable from the Company and MCP 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 2001 Agent on demand; and

- (ii) as a primary obligation to indemnify the 2001 Agent, the Issuing Bank, each 2001 Arranger and each 2001 Bank against any loss suffered by it as a result of any sum expressed to be payable by a 2001 Borrower under any 2001 Finance Document not being paid by the time, on the date and otherwise in the manner specified in that 2001 Finance Document or any payment obligation of a 2001 Borrower under any 2001 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 2001 Credit Agreement), the amount of that loss being the amount expressed to be payable by that 2001 Borrower in respect of the relevant sum; and
 - (c) each become an Obligor (as defined in the 2001 Credit Agreement) and as such gives certain undertakings and representations which, if breached, could result in the Company and MCP having to make payments as damages or otherwise.
- 3 By entering into Supplemental Agreement the Company and MCP become Lenders (as defined in the Intra-Group Funding Agreement) under the Intra-Group Funding Agreement under which the Company will, together with each of the other Lenders (as defined therein), make available to the Borrowers (as defined therein) advances to enable the Borrowers to, among other things, discharge amounts outstanding by way of principal or interest under the Credit Agreements or any agreements securing borrowings under the Credit Agreements.

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

Southnews Limited

(Company No. 1985909)

(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.

Deloitte & Touche
Stonecutter Court
1 Stonecutter Street
London EC4A 4TR

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International + 44 20 7936 3000
Fax (Gp. 3): 020 7583 1198
LDE: DX 599
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**Deloitte
& Touche**

The Board of Directors
Southnews Limited
Kingsfield Court
Chester Business Park
Chester
CH4 9RE

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

We have examined the attached statutory declaration of the directors dated 23 February 2001 in connection with the proposal that Middlesex County Press Limited, a subsidiary of the Company, should give financial assistance for the purchase of 23,520,095 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

23 February 2001

**Deloitte
Touche
Tohmatsu**

Aberdeen, Belfast, Birmingham, Bracknell, Bristol, Cambridge, Cardiff, Crawley, Edinburgh, Glasgow, Leeds, Leicester, Liverpool, London, Manchester, Milton Keynes, Newcastle upon Tyne, Nottingham, St Albans and Southampton.

Principal place of business at which a list of partners' names is available: Stonecutter Court, 1 Stonecutter Street, London EC4A 4TR.

Authorised by the Institute of Chartered Accountants in England and Wales to carry on investment business.