

CHFP025

Declaration in relation to assistance for the acquisition of shares

155(6)a

Pursuant to section 155(6) of the Companies Act 1985

**To the Registrar of Companies
(Address overleaf - Note 5)**

For official use

Company number

02580387

Name of company

* Wall to Wall (Holdings) Limited (the "Company")

XWe o Eileen Gallagher at 58 Aberdeen Park, London N5 2BL,
Jonathon Kemp at 16 Carol Street, London NW1 0HU, and
Alexander Graham at 32 Stanhope Gardens, Highgate, London N6 5TT

~~XXXXXXXXXXXX~~ [all the directors] † of the above company do solemnly and sincerely declare that
The business of the company is

[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] ~~XXXXXXXXXXXXXXXXXXXX~~

[illegible]

The number and class of the shares acquired or to be acquired is 10,000 Ordinary Shares of £0.10 each in the capital of the Company

Dorsey & Whitney
21 Wilson Street
EC2M 2TD London
DX 33890 Finsbury Square
Fax 020 7588 0555
4830-2955-3922

For official Use
General Section

THURSDAY



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13/12/2007

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COMPANIES HOUSE

The assistance is to be given to (note 2) Shed Media Plc,
whose registered number is 03617464 and whose registered address is 2 Holford
Yard, London WC1X 9HD (the "**Purchaser**")

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

See continuation sheet 1

The person who ~~XXXXXXXXXX~~ [will acquire] † the shares is
the Purchaser

† delete as
appropriate

The principal terms on which the assistance will be given are

See continuation sheet 2

The amount of cash to be transferred to the person assisted is £ See continuation sheet 3

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 wks from date hereof

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

Continuation sheet 1

Financial assistance will take the form of the execution by the Company of the following documents (as the same may be amended, varied, supplemented or substituted from time to time)

- 1 1 the entry by the Company into a facilities agreement (the "**Facilities Agreement**") to be made between the Purchaser as the company, the Purchaser and the subsidiaries of the Purchaser listed in part 1 of schedule 1 thereto (including the Company) as original borrowers, the Purchaser and the subsidiaries of the Purchaser listed in part 1 of schedule 1 thereto (including the Company) as original guarantors, Barclays Capital and The Governor and Company of the Bank of Ireland ("**BoI**") as the arrangers, Barclays Bank PLC ("**Barclays**") and BoI as original lenders, Barclays as issuing bank, Barclays as agent and Barclays as security trustee, under which the Original Lenders (as defined therein) agree to make available to the Borrowers a term loan facility and a revolving credit facility, and which incorporates a cross guarantee granted by the Original Guarantors (as defined therein and including the Company) (the "**Guarantee**") pursuant to which the Company is required to guarantee the obligations of each of the other obligors under that agreement and other Finance Documents (as defined therein),
- 1 2 the grant by the Company and the Purchaser (amongst others) of a Debenture in favour of the Security Trustee (as defined in the Facilities Agreement) (the "**Debenture**") pursuant to which the Company, inter alia, covenants to pay and discharge all the Secured Obligations (as defined therein) and grants a first fixed and floating charge over all or substantially of its property and undertaking,
- 1 3 an intra group loan agreement (the "**Intra Group Loan Agreement**") for the provision of loan facilities to be made available by the Company (amongst others) to Shed Media PLC (the "**Purchaser**"), and to be made between the Purchaser and the Company (amongst others), and
- 1 4 an intercreditor deed (the "**Intercreditor Deed**") to be entered into between the Company and the Purchaser, together with each other Obligor, the Security Trustee, the Agent, the Arrangers, the Original Lenders, the Issuing Bank and the Bilateral Lenders (as each such term is defined in the Facilities Agreement)

Continuation sheet 2

The principal terms on which the assistance will be given are

1 Under the terms of the Facilities Agreement, the Company will amongst other things

Defined terms are as defined in the Facilities Agreement

1.1 irrevocably and unconditionally, jointly and severally (with each other Guarantor)

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

1.2 give various representations, warranties, undertakings and indemnities to the Finance Parties and agree to pay certain costs, fees and expenses to the Finance Parties, and

1.3 promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require) in favour of the Security Trustee or its nominee(s)

- (a) to create, perfect, protect and maintain the Security created or intended to be created under or evidenced by the Security Documents (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Transaction Security) or for the exercise of any rights, powers and remedies of the Security Trustee or the Finance Parties provided by or pursuant to the Finance Documents or by law,
- (b) to confer on the Security Trustee or confer on the Finance Parties Security over any property and assets of that Obligor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Security Documents, and/or
- (c) (If an Event of Default is continuing) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Transaction Security

2 Under the terms of the Debenture the Company will, amongst other things

Defined terms are as defined in the Debenture

2.1 covenant with the Security Trustee as security trustee for the Beneficiaries, to pay and discharge the Secured Obligations (as defined therein) when they become due for payment and discharge in accordance with the terms of the Secured Documents,

2.2 charge by way of first legal mortgage

- (a) the Properties, and
 - (b) all other interests and estates in freehold, leasehold or commonhold property, and, in each case, all Premises and Fixtures on such property for the time being,
- 2 3 assign
- (a) the Relevant Agreements to which it is a party, and
 - (b) the Relevant Policies to which it is a party,
- 2 4 charge by way of first fixed charge
- (a) all other interests and estates in any freehold, leasehold or commonhold property,
 - (b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property,
 - (c) the benefit of all other agreements, instruments and rights relating to its Secured Property,
 - (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, (together Chattels) present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them,
 - (e) the Subsidiary Shares together with all Related Rights,
 - (f) the Investments together with all Related Rights,
 - (g) all book and other debts due to the relevant Chargor and their proceeds (both collected and uncollected) (together Debts) and all rights, guarantees, security or other collateral in respect of the Debts (or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them),
 - (h) all monies from time to time standing to the credit of each Blocked Account,
 - (i) all monies from time to time standing to the credit of each account held by the relevant Chargor with any bank, building society, financial institution or other person other than any Blocked Account (each an Account),
 - (j) all its Intellectual Property,
 - (k) all its goodwill and uncalled capital,
 - (l) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them, and
 - (m) to the extent that any legal mortgage described above or any assignment described above is ineffective as a legal mortgage or an assignment (as applicable), the assets referred to in that clause,

- 2 5 charge by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned as set out above, and
- 2 6 give certain representations, warranties and undertakings to the Security Trustee
- 3 Under the terms of the Intra Group Loan Agreement, the Company will, amongst other things, make available to the Purchaser loan facilities for the purposes of

Defined terms are as defined in the Intra Group Loan Agreement

- (a) making payments when due under the Facilities Agreement and the other Finance Documents,
 - (b) paying Acquisition Costs (as defined therein), and
 - (c) any other purpose agreed by the Lender in writing, in each case to the extent permitted by the Facilities Agreement
- 4 Under the terms of the Intercreditor Deed, the Company will, amongst other things

Defined terms are as defined in the Intercreditor Deed

- 4 1 acknowledge the arrangements made between the Finance Parties and the Bilateral Lenders which regulate (amongst other things) the distribution of monies received by the Security Trustee from the Obligor, and
- 4 2 give various representations, warranties, undertakings, covenants and indemnities to the Security Trustee, the Finance Parties and the Bilateral Lenders and agree to pay certain costs, fees and expenses to the Finance Parties

Continuation sheet 3

Amount of cash to be transferred

Such sums (if any) due under the Intra Group Loan Agreement, such amount not to exceed
£45,000,000



**AUDITORS' REPORT TO THE DIRECTORS OF WALL TO WALL
(HOLDINGS) LIMITED PURSUANT TO SECTION 156(4) OF THE
COMPANIES ACT 1985**

It is our responsibility to make a report to the directors of the company in accordance with Section 156(4) of The Companies Act 1985. Our work has been undertaken so that we might state to the directors of the company those matters we are required to state in an auditor's report and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone for any other purpose for our work, for this report or for the opinions we have formed.

We have examined the attached statutory declaration of the directors dated 28 November 2007 in connection with the proposal that the company should give financial assistance for the purchase 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 basis of 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.

Baker Tilly UK Audit LLP

BAKER TILLY UK AUDIT LLP

Registered Auditor
Chartered Accountants
2 Bloomsbury Street
London WC1B 3ST

28 November 2007