

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

155(6)b

CHFP025

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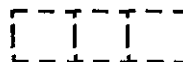
Pursuant to section 155(6) of the Companies Act 1985

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



03592155

Name of company

* Trader Media Corporation Limited

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

* insert full name
of company

~~We~~ See attached Schedule 1

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

† delete as
appropriate

~~We~~ [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 person authorised under section 1 of the Insurance Companies Act 1982 to carry on insurance business in the United Kingdom~~
- (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 ~~not~~ [a] holding company of* Trader Media Limited
(Company number 03156198) (the "Subsidiary") which is
proposing to give financial assistance in connection with the acquisition of shares
in ~~the company~~ See attached Schedule 2

~~This holding company of this company~~

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

Lovells
Atlantic House
Holborn Viaduct
London
EC1A 2FG
57 London Chancery Lane
F3/SGG/1230800

For official Use
General Section

Post room



A60
COMPANIES HOUSE

0528
16/10/03

The assistance is for the purpose of ~~that acquisition, reducing or discharging a liability incurred for the purpose of that acquisition,~~ (note 1) See attached Schedule 3
K12

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

The number and class of the shares acquired or to be acquired is: See attached Schedule 4

The assistance is to be given to: (note 2) see attached Schedule 5

The assistance will take the form of:

See attached Schedule 6

The person who ~~has acquired, [will acquire]~~ the shares is:

See attached Schedule 7

† delete as
appropriate

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

See attached Schedule 8

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

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

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

Please do not
write in this
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The date on which the assistance is to be given is within 8 weeks of the date hereof

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

☒ 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) ☒ 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 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 ☒ 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

LOVELLS
ATLANTIC HOUSE
HOLBORN VIADUCT
LONDON EC1A 2FG

Declarants to sign below

Day Month Year
on

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

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.

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

SCHEDULES

Financial Assistance Declaration Section 155(6)b

Trader Media Corporation Limited (the "**Company**") - 3592155

Re: Trader Media Limited (the "**Subsidiary**") - 3156198

This is the document "Schedule 1", "Schedule 2", "Schedule 3", "Schedule 4", "Schedule 5", "Schedule 6", "Schedule 7" and "Schedule 8" referred to in the attached statutory declaration.

SCHEDULE 1

Directors

Brian Geoffrey Muirhead of Foxley House, High Street, Great Rollright, Oxfordshire, OX7 5RH

Graham Ewart Luff of Willows, Westbrook, Boxford, Newbury, Berkshire, RG20 8DN

Katherine Howard of 25a Gorringe Road, Salisbury, Wiltshire, SP2 7JA

SCHEDULE 2

Acquisition of shares

The Subsidiary is proposing to give financial assistance in connection with:

- (i) the various acquisitions of shares in one of the Subsidiary's holding companies, Trader Media Group Limited (company number 3591156) (the "**Target**") (the "**Target Acquisitions**");
- (ii) the acquisition of shares in one of the Subsidiary's holding companies, Trader Media Group Holdings Limited (company number 3591323) ("**TMGH**") (the "**TMGH Acquisition**");
- (iii) the acquisition of preference shares in GMG Auto Trader Group Limited (company number 4768833) ("**GMG Newco 2**") (the "**GMG Newco 2 Preference Acquisition**")

(the Target Acquisitions, the TMGH Acquisition and the GMG Newco 2 Preference Acquisition to be collectively referred to as the "**Current Acquisitions**"); and

- 2. the acquisition of shares in Trader Media Holdings Limited (Company Number 1279747) ("**TMHL**") one of the Subsidiary's holding companies by the Company, (the "**Previous Acquisition**").

SCHEDULE 3

Purpose

The assistance is for the purpose of the Current Acquisitions and for reducing or discharging a liability incurred for the purpose of the Previous Acquisition.

SCHEDULE 4

Shares

In respect of the Target Acquisitions 634,072 Ordinary Shares, 8,806,000 A Ordinary Shares, 8,453,760 B Ordinary Shares, 352,240 Y Ordinary Shares, 352,240 Z Ordinary Shares all of £0.01 each and 2,700,000 C Preference Shares of £1.00 each and 155,677,433 Ordinary Shares of 10 pence each all of the Target.

In respect of the TMGH Acquisition, 175,258,826 Ordinary Shares of 10 pence each of TMGH.

In respect of the GMG Newco 2 Preference Acquisition, such number of irredeemable preference shares of £0.01 each of GMG Newco 2 as have, in aggregate, a market value on the date of issue of such shares (under the terms of the intra-group loan agreement to be made between Trader Media 2003 Limited (as lender) and GMG Newco 2 (as borrower)) equal to £46,580,961.

In respect of the Previous Acquisition, 100 Ordinary Shares of £1.00 each of TMHL.

SCHEDULE 5

Persons being assisted

In respect of Target Acquisitions, GMG Newco 2 whose registered office is at 164 Deansgate, Manchester M60 2RR is the person who will acquire the shares in the Target.

In respect of the TMGH Acquisition, the Target whose registered office is at Unit 6 Thatcham Business Village, Colthrop Way, Thatcham, Berkshire RG19 4LW is the person who will acquire the shares in TMGH.

In respect of the GMG Newco 2 Preference Acquisition, GMG Auto Trader Investment Limited (company number 4829505) ("**Investment**") whose registered office is at 164 Deansgate, Manchester M60 2RR is the person who will acquire the preference shares in GMG Newco 2.

In respect of the Previous Acquisition, the Company whose registered office is at Unit 6 Thatcham Business Village, Colthrop Lane, Thatcham, Berkshire RG19 4LW is the person who previously acquired shares in TMHL.

SCHEDULE 6

Form of financial assistance

1. Under a facilities agreement (the "**Facilities Agreement**") dated 22 August 2003 made between, inter alia, Trader Media 2003 Limited (company number 4829865) (the "**Borrower**"), GMG Auto Trader Holdings Limited (company number 4768840) ("**GMG Newco 1**"), GMG Newco 2 and certain subsidiaries of GMG Newco 1 named therein and CIBC World Markets, ING Bank N.V., London Branch and The Royal Bank of Scotland plc (as Arrangers), the persons listed in Part 2 of Schedule 1 therein (as Original Lenders) and The Royal Bank of Scotland plc (as Issuing Bank, Facility Agent and Security Agent) (the Arrangers, Lenders, Issuing Bank, Facility Agent, Security Agent (each as defined in the Facilities Agreement) and Hedging Bank (as defined in the Priority Agreement referred to below) together being referred to as the "**Finance Parties**") there is provision for £479,900,000 acquisition facilities ("**Acquisition Facilities**") and a £35,000,000 revolving credit facility (which may be substituted in part by ancillary facilities) (the "**Revolving Credit Facility**"). The Borrower will drawdown the Acquisition Facilities and lend the proceeds to GMG Newco 2 to assist in (inter alia) (i) funding the Current Acquisitions, (ii) discharging liabilities previously incurred for the purpose of the Previous Acquisition, and (iii) the payment of all costs incurred in connection with the Current Acquisitions. The Acquisition Facilities include the A2 Term Loan Facility (as defined in the Facilities Agreement), which is available to be utilised by way of the Old Vendor Note Guarantees (as defined in the Facilities Agreement) or by cash drawings to repay amounts due under the Old Vendor Note Instruments (as defined in the Facilities Agreement) and the A3 Term Loan Facility (as defined in the Facilities Agreement), which is available to be utilised by way of the New Vendor Note Guarantee (as defined in the Facilities Agreement) in respect of the New Vendor Note Instrument (as defined in the Facilities Agreement) (the liabilities in respect of which are incurred for the purposes of the Target Acquisitions by GMG Newco 2) and, as a consequence of the utilisation of the New Vendor Note Guarantee (as defined in the Facilities Agreement) by way of automatic cash drawings to repay amounts claimed under the New Vendor Note Guarantee (as defined in the Facilities Agreement). The Acquisition Facilities and the Revolving Credit Facility will be secured in part by the Subsidiary's execution of the Senior Security referred to below.
2. It is a condition precedent to drawdown of the Acquisition Facilities and the Revolving Credit Facility that the Subsidiary and various other subsidiaries of the Company enter into a deed of accession to the Facilities Agreement. By executing such a deed of accession, the Subsidiary will (inter alia) give a guarantee jointly and severally with all other Obligors (as defined in the Facilities Agreement) of the obligations of each of the Obligors (as defined in the Facilities Agreement) under the Finance Documents (as defined in the Facilities Agreement). The Subsidiary will also give certain representations and warranties, covenants and indemnities to the Finance Parties to enable the Lenders (as defined in the Facilities Agreement) to make the facilities under the Facilities Agreement available. By acceding to the Facilities Agreement, the Subsidiary irrevocably appoints GMG Newco 1 to act as its agent and, in particular, agree any amendments or waiver to any term of the Facilities Agreement.
3. It is also a condition precedent to drawdown of the Acquisition Facilities and the Revolving Credit Facility that the Subsidiary and various other subsidiaries of the Company accede to a composite debenture dated 22 August 2003 between, inter alia, GMG Newco 2, GMG Newco 1 and the Borrower in favour of The Royal Bank of Scotland plc as agent and trustee for itself and each of the other Secured Creditors (as defined therein) (the "**Security Agent**") (the "**Senior Security**"). By accession to the Senior Security, the

Subsidiary will secure all present and future obligations and liabilities (whether actual or contingent and whether jointly or severally or in any other capacity) of the Obligors to the Secured Creditors under or pursuant to the Finance Documents (each term as defined in the Senior Security).

4. It is also a condition precedent to drawdown of the Acquisition Facilities and the Revolving Credit Facility that the Subsidiary and various other subsidiaries of the Company accede to a priority agreement (the "**Priority Agreement**") dated 22 August 2003 between, inter alia, GMG Newco 2, GMG Newco 1, the Borrower, the Finance Parties and the Investors (as defined therein) pursuant to which the Subsidiary will agree to enter into certain subordination arrangements and give certain undertakings with respect to the rights of the Senior Creditors, Hedging Bank, the Investors and the Intercompany Debtors (each term as defined in the Priority Agreement).
5. The entry by the Subsidiary and various other subsidiaries of the Company into an intra group loan agreement (the "**Intra Group Loan Agreement**") to be made between the Borrower and GMG Newco 2 (as borrowers) (1) and the companies as defined in Schedule 1 therein (as lenders, which includes the Subsidiary) (2) pursuant to which (inter alia) the Subsidiary will agree to lend money (a) to the Borrower to make payments when due under any liability incurred directly or indirectly in connection with the Acquisition (as defined in the Facilities Agreement) and to enable it to service its financial obligations under the Facilities Agreement and (b) to GMG Newco 2 to enable it to service its financial obligations under the New Vendor Loan Notes (as defined in the Facilities Agreement).

SCHEDULE 7

Persons to acquire shares

The person who will acquire the shares in the Target Acquisitions is GMG Newco 2.

The person who will acquire the shares in the TMGH Acquisition is the Target.

The person who will acquire the shares in the GMG Newco 2 Preference Acquisition is Investment.

The person who has acquired the shares in the Previous Acquisition is the Company.

SCHEDULE 8

The principal terms on which the financial assistance will be given

1. Pursuant to the Facilities Agreement (and as a result of its accession thereto), the Subsidiary will give various representations and warranties, undertakings, covenants and indemnities to the Finance Parties including undertaking (inter alia) that it will at all times indemnify the Finance Parties from and against all actions, suits, proceedings, claims, demands, liabilities, damages, costs, expenses, losses and charges whatsoever in relation to or arising out of the Finance Parties' provision of the facilities under the Facilities Agreement. Pursuant to clause 37.4(b) of the Facilities Agreement, the Subsidiary appoints GMG Newco 1 to act as its agent in order to, inter alia, agree and sign all documents under or in connection with the Finance Documents (as defined in the Facilities Agreement which includes the Facilities Agreement, the Senior Security and the Priority Agreement) without further reference to the Subsidiary, including any

amendments to the terms of the guarantee and indemnity contained in the Facilities Agreement. Pursuant to clause 19 (*Guarantee and Indemnity*) of the Facilities Agreement the Subsidiary will (i) jointly and severally guarantee to each of the Finance Parties the due and punctual performance by each Obligor (as defined in the Facilities Agreement) all of its obligations under the Finance Documents (as defined in the Facilities Agreement), (ii) undertake that it will immediately on demand pay any amounts which are due but remain unpaid by an Obligor (as defined in the Facilities Agreement), and (iii) indemnify each Finance Party immediately upon demand against loss or liability suffered by that Finance Party as a result of any payment obligation guaranteed by the Subsidiary becoming unenforceable, invalid or illegal.

2. Pursuant to the Facilities Agreement, a mechanism is in place whereby if a demand is made under the Vendor Note Instruments (as defined in the Facilities Agreement), such demand is met by the automatic mechanism in place pursuant to clause 5.4 (*Refinancing of Vendor Guarantees*) of the Facilities Agreement which results in the Borrower drawing down such amount equal to the amount of the Vendor Note Demand (as defined in the Facilities Agreement) under the A2 Term Loan, in respect of the Old Vendor Note Instruments, or A3 Term Loan, in respect of the New Vendor Note Instruments, (both terms as defined in the Facilities Agreement) and such amount being lent on to the Company or GMG Newco 2 respectively so that the relevant notes can be repaid. Pursuant to clause 7.5 (*Indemnities*) of the Facilities Agreement, the Borrower further indemnifies the Issuing Bank (as defined in the Facilities Agreement) under the terms of the Facilities Agreement for any loss or liability incurred by the Issuing Bank (as defined in the Facilities Agreement) in connection with the guarantee issued by the Issuing Bank (as defined in the Facilities Agreement) in respect of the Vendor Note Instruments.
3. Pursuant to the Senior Security (and as a result of its accession thereto), the Subsidiary will covenant with the Security Agent that it will pay or discharge the Secured Liabilities on the due date therefor in the manner provided in the relevant Finance Document (as defined in the Facilities Agreement). Any amount not paid when due shall bear interest (as well after as before judgment and payable on demand) at the Default Rate (as defined in the Senior Security) from time to time from the due date until the date such amount is unconditionally and irrevocably paid and discharged in full, save to the extent that interest on such amount for such period is charged pursuant to the relevant Finance Document (as defined in the Facilities Agreement) and itself constitutes a Secured Liability. The Subsidiary will secure its obligations under the Senior Security by way of first fixed and floating charges over all its undertaking, property and assets present and future. Pursuant to the terms of the Senior Security, the Subsidiary will with full title guarantee, as continuing security for the payment, discharge and performance of the Secured Liabilities, assign and agree to assign to the Security Agent all its right, title and interest (if any) in and to the Insurances, the Acquisition Documents, the Hedging Documents, the TNT Transaction Documents, the Intra-Group Loan Agreements and the Investor Documents. The Subsidiary also agrees that it shall, at its own expense, execute and do all such assurances, acts and things as the Security Agent may reasonably require (including, in the case of execution of any documents governed by foreign law, having regard to the cost of such actions) for perfecting or protecting the security intended to be created by the Senior Security over the Security Assets or any part thereof or for facilitating (if and when the security becomes enforceable) the realisation of the Security Assets or any part thereof and the exercise of all powers, authorities and discretions vested in the Security Agent or any Receiver of the Security Assets or any part thereof or in any such delegate or sub-delegate as aforesaid. To that intent, the Subsidiary shall, in particular, execute all transfers, conveyances, assignments and assurances of such property whether to the Security Agent or its nominees and give all notices, orders and directions and make all registrations which the Security Agent may reasonably think expedient. The Subsidiary will forthwith at the request of the Security Agent execute a legal mortgage, general

charge or assignment over all or any of the Security Assets subject to or intended to be subject to any fixed security hereby created in favour of the Security Agent in such form as the Security Agent may require but containing terms no more onerous than those in the Senior Security. Each defined term in this paragraph, unless otherwise stated in these schedules, shall have the meaning given to it in the Senior Security.

4. Pursuant to the Priority Agreement, the Subsidiary will acknowledge the arrangements made between the Finance Parties and the Investors (as defined in the Priority Agreement) which regulate, inter alia, the ability of the Subsidiary to make certain payments to certain of the Secured Creditors and Investors (both terms as defined in the Priority Agreement). In addition, the Subsidiary will give certain undertakings in relation to debt owed by the Subsidiary to other members of the Group (as defined in the Facilities Agreement) and debt owed to the Subsidiary by other members of the Group (as defined in the Facilities Agreement) in order to subordinate the rights in relation to such debt to the rights of the Secured Creditors (as defined in the Priority Agreement) in relation to the Secured Liabilities. Under the terms of the Priority Agreement, the Subsidiary will also give a guarantee of the Hedging Debt owed to any Hedging Bank by any other Obligor (as defined in the Priority Agreement).
5. Pursuant to the Intra Group Loan Agreement, the Subsidiary undertakes to the Borrower and GMG Newco 2 that it will provide to the Borrower and GMG Newco 2 a loan facility in a maximum aggregate principal amount of £514,900,000. Sums drawn down by the Borrower under the Intra Group Loan Agreement may be used (inter alia) to make payments due under the Facilities Agreement. Sums drawn down by GMG Newco 2 under the Intra Group Loan Agreement may be used (inter alia) to make payments due under the New Vendor Loan Notes (as defined in the Facilities Agreement). No interest is payable on outstandings under the loan.

For the purposes of these schedules, "**Secured Liabilities**" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor (as defined in the Facilities Agreement) to the Secured Creditors (as defined in the Senior Security) (or any of them) under each or any of the Finance Documents (as defined in the Facilities Agreement), in each case together with all costs, charges and expenses incurred by any Secured Creditor (as defined in the Senior Security) in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents (as defined in the Facilities Agreement) or any other document evidencing or securing any such liabilities and "**Secured Liability**" shall be construed accordingly.

The Directors
Trader Media Corporation Limited
Unit 6
Thatcham Business Village
Colthrop Lane
Thatcham
Berkshire
RG19 4LW

PricewaterhouseCoopers LLP
9 Greyfriars Road
Reading RG1 1JG
Telephone +44 (0) 118 9597111
Facsimile +44 (0) 118 9607700

2 October 2003

Dear Sirs

Auditors' report to the directors of Trader Media Corporation Limited pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors of Trader Media Corporation Limited (the "Company") dated 2 October 2003 in connection with the proposal that the Company's subsidiary undertaking, Trader Media Limited, should give financial assistance for the purchase of shares in Trader Media Group Limited and Trader Media Group Holdings Limited, both being holding companies of the Company, and preference shares in GMG Auto Trader Group Limited, also a holding company of the Company. This report, including the opinion, has been prepared for and only for the Company and the Company's directors in accordance with Section 156 of the Companies Act 1985 and for no other purpose. We do not, in giving the opinion set out below, accept or assume responsibility for any other purpose or to any other person to whom this report is shown or into whose hands it may come save where expressly agreed by our prior consent in writing.

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 1985 is unreasonable in all the circumstances.

Yours faithfully

PricewaterhouseCoopers LLP

PricewaterhouseCoopers LLP
Chartered Accountants and Registered Auditors