



155(6)a

3977847

* GTI Online Solutions Limited (the "Company")

XWe 0 See Annexure 1

~~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 §

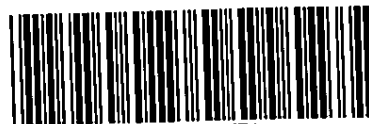
The company is proposing to give financial assistance in connection with the acquisition of shares in the

[company] ~~XXXXXXXXXXXXXXXXXXXX~~

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 See Annexure 2

FRIDAY



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09/05/2008

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COMPANIES HOUSE

The assistance is to be given to (note 2) Target (GTI) Holdings Limited (CRN 5769006)
of Unit 1 Crowmarsh Battle Barns, Preston Crowmarsh, Wallingford, Oxfordshire
OX10 6SL ("**Holdings**")

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 Annexure 3

The person who [has acquired] ~~XXXXXXX~~ † the shares is

† delete as
appropriate

Holdings

The principal terms on which the assistance will be given are

See Annexure 4

The amount of cash to be transferred to the person assisted is £ See Annexure 5

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 See Annexure 6

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

GTI ONLINE SOLUTIONS LIMITED
(Registered Number 3977847)

ANNEXURE 1 TO FORM 155(6)a

MARK RUPERT BLYTHE of The Manor House, Blewbury, Oxfordshire OX11 9QJ

MARTIN HALLIDAY of 7 Arborfields Close, Kenilworth, Warwickshire CV8 2RY

MARK TIMS of 17 Alderbrook Close, Crowthorne, Berkshire RG45 6DZ

ADRIAN STEVEN WOOD of Slade End House, Brightwell Cum Sotwell, Oxfordshire OX10 0RQ

GTI ONLINE SOLUTIONS LIMITED
(Registered Number 3977847)

ANNEXURE 2 TO FORM 155(6)a

Terms defined in this statutory declaration (including the other Annexures to this statutory declaration) have the same meanings in this Annexure 2 unless otherwise stated or the context otherwise requires

The entire issued share capital of the Company comprising 2 Ordinary shares of £1.00 each

GTI ONLINE SOLUTIONS LIMITED
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ANNEXURE 3 TO FORM 155(6)a

Terms defined in this statutory declaration (including the other Annexures to this statutory declaration) have the same meanings in this Annexure 3 unless otherwise stated or the context otherwise requires

The assistance will take the form of the execution, delivery and performance by the Company of the following agreed form documents

- 1 a senior facilities agreement to be entered into on or about the date of this statutory declaration and made between (1) Holdings, (2) GTI Specialist Publishers Limited, (3) the Company, (4) Target (GTI) Acquisitions Limited (5) Staufenberg Institut für Studien-und Berufsplanung GmbH (6) Target (GTI) Investments Limited (7) Barclays Leveraged Finance as arranger (the "**Arranger**"), (8) Barclays Bank PLC as agent (the "**Agent**"), and security trustee (the "**Security Trustee**") and the financial institutions listed therein as original lender (the "**Senior Facilities Agreement**"),
- 2 a mezzanine facility agreement to be entered into on or about the date of this statutory declaration and made between (1) Holdings, (2) GTI Specialist Publishers Limited, (3) the Company, (4) Target (GTI) Acquisitions Limited (5) Staufenberg Institut für Studien-und Berufsplanung GmbH (6) Target (GTI) Investments Limited (7) the Arranger, (8) the financial institution listed in part 2 of schedule 1 thereto as the original lender, (9) the Mezzanine Agent, and (7) the Security Trustee (the "**Mezzanine Facility Agreement**"),
- 3 an intercreditor agreement to be entered into on or about the date of this statutory declaration and made between, among others, the Company, the Security Trustee and the Agents (the "**Intercreditor Agreement**"),
- 4 a debenture (the "**Debenture**") to be granted by, among others, the Company in favour of the Security Trustee and any Mortgage to be granted by the Company, in favour of the Security Trustee pursuant to such Debenture, and
- 5 an upstream loan agreement (the "**Upstream Loan Agreement**") to be entered into by, amongst others, the Company (as a lender) and Holdings (as borrower),

(each of these documents being in such form as may be amended, supplemented, novated and/or replaced from time to time) together with the performance by the Company of other acts in connection with the discharging or reducing of liability incurred for the purpose of the acquisition of its shares

GTI ONLINE SOLUTIONS LIMITED
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ANNEXURE 4 TO FORM 155(6)a

PART I

Terms defined in this statutory declaration (including the other Annexures to this statutory declaration) have the same meanings in this Annexure 4 unless otherwise stated or the context otherwise required

(A) Debenture and Mortgages

The principal terms on which the assistance will be given under the Debenture are as follows

1. Covenant to Pay

The Company covenants with the Security Trustee as trustee for the Secured Parties that it shall discharge all obligations, as and when they fall due in accordance with its terms, which the Company may at any time have to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties under or pursuant to the Finance Documents (including the Debenture and any Mortgage) including any liability in respect of any further advances made under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) and the Company shall pay to the Security Trustee when due and payable every sum at any time owing, due or incurred by the Company to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities, **provided that** neither such covenant nor the security constituted by the Debenture or any Mortgage shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law

2. Fixed Charges

Subject only to the Existing Security, the Company charges with full title guarantee (with all covenants implied therein pursuant to the Law of Property (*Miscellaneous Provisions*) Act 1994 being subject to and qualified by reference to the Legal Reservations and any Permitted Security) in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of second priority fixed charge (which so far as it relates to land in England and Wales vested in the Company at the date of the Debenture shall be a charge by way of legal mortgage) all the Company's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party)

- (a) the Real Property,
- (b) the Tangible Moveable Property,

- (c) the Accounts,
- (d) the Charged Intellectual Property,
- (e) any goodwill and rights in relation to the uncalled capital of the Company,
- (f) the Investments,
- (g) the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise), and
- (h) all Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture and all Related Rights

3. Assignments

Subject only to the Existing Security, the Company assigns with full title guarantee (with all covenants implied therein pursuant to the Law of Property (*Miscellaneous Provisions*) Act 1994 being subject to and qualified by reference to the Legal Reservations and any Permitted Security) to the Security Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all its right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party)

- (a) the proceeds of any Insurance Policy and all Related Rights,
- (b) all rights and claims in relation to any Assigned Account, and
- (c) with effect from the Closing Date each of the Specific Contracts

4. Floating Charge

- 4.1 Subject only to the Existing Security, the Company charges with full title guarantee (with all covenants implied in respect thereto under the Law of Property (*Miscellaneous Provisions*) Act 1994 being subject to the Legal Reservations) in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations by way of second priority floating charge all its present and future assets and undertaking, other than any asset which is situated in England and Wales and which is validly and effectively charged under the laws of England and Wales by way of fixed security created under a Finance Document in favour of the Security Trustee as security for the Secured Obligations

4 2 The floating charge created by clause 3 3 1 of the Debenture (as described in paragraph 4 1 above) shall only be deferred in point of priority to the Existing Security and all fixed Security validly and effectively created by the Company under the Finance Documents in favour of the Security Trustee as trustee for the Secured Parties as security for the Secured Obligations

4 3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to clause 3 3 (Floating Charge) of the Debenture

5. Further Assurance

5 1 The covenant set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in clause 6 1 2 of the Debenture (as described in paragraph 5 2 below)

5 2 The Company shall promptly enter into a Mortgage over any future acquired Real Property with a value of or for a consideration of over £50,000 (in each case determined on the basis of each individual acquisition or a related series of acquisitions)

6. Necessary Action

The Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any security conferred or intended to be conferred on the Security Trustee by or pursuant to the Debenture and any Mortgage

(B) Senior Facilities Agreement

The principal terms on which the assistance will be given under the Senior Facilities Agreement are that the Company

1 agrees to become an Original Borrower, an Original Guarantor and to be bound by the terms of the Senior Facilities Agreement, the Intercreditor Agreement and the other Senior Finance Documents and as an Obligor under the Intercreditor Agreement,

2 irrevocably and unconditionally jointly and severally guarantees to each Senior Finance Party punctual performance by each other Obligor of all that Obligor's obligations under the Senior Finance Documents,

3 irrevocably and unconditionally jointly and severally undertakes with each Senior Finance Party that whenever another Obligor does not pay any amount when due and payable under or in connection with any Senior Finance Document, the Company shall immediately on demand pay that amount as if it was the principal obligor, and

- 4 irrevocably and unconditionally jointly and severally indemnifies each Senior Finance Party immediately on demand against any cost, loss or liability suffered by that Senior Finance Party of any obligation guaranteed by it is or becomes unenforceable, invalid or illegal Any amount of the cost, loss or liability shall be equal to the amount which that Senior Finance Party would otherwise have been entitled to recover

(C) Mezzanine Facility Agreement

The principal terms on which the assistance will be given under the Mezzanine Facility Agreement are that the Company

- 1 agrees to become an Original Guarantor and to be bound by the terms of the Mezzanine Facility Agreement, the Intercreditor Agreement and the other Mezzanine Finance Documents and as an Obligor under the Intercreditor Agreement,
- 2 irrevocably and unconditionally jointly and severally guarantees to each Mezzanine Finance Party punctual performance by each other Obligor of all that Obligor's obligations under the Mezzanine Finance Documents,
- 3 irrevocably and unconditionally jointly and severally undertakes with each Mezzanine Finance Party that whenever another Obligor does not pay any amount when due and payable under or in connection with any Mezzanine Finance Document, the Company shall immediately on demand pay that amount as if it was the principal obligor, and
- 4 irrevocably and unconditionally jointly and severally indemnifies each Mezzanine Finance Party immediately on demand against any cost, loss or liability suffered by that Mezzanine Finance Party of any obligation guaranteed by it is or becomes unenforceable, invalid or illegal Any amount of the cost, loss or liability shall be equal to the amount which that Mezzanine Finance Party would otherwise have been entitled to recover

(D) Upstream Loan Agreement

The principal terms on which assistance will be given under the Upstream Loan Agreement are that the Company will agree to grant to Holdings upon the terms of the Upstream Loan Agreement, loan facilities to enable Holdings to pay any amounts (including any fees) due in accordance with the terms and subject to the conditions of the Finance Documents, the Acquisition Documents and the Investment Agreement or for such other purpose as may be agreed

(E) Intercreditor Agreement

The principal terms upon which assistance will be given under the Intercreditor Agreement are that the Company will acknowledge and agree to the priority arrangements created in favour of the Secured Parties as more particularly set out therein

Notwithstanding any other provision of the Intercreditor Agreement, the Company irrevocably and unconditionally undertakes to pay to the Security Trustee, as creditor in its own right and not as representative of the other Finance Parties, sums equal to and in the currency of each amount payable by the Company to each of the Finance Parties under each of the Finance Documents as and when that amount falls due for payment under the relevant Finance Document or would have fallen due but for any discharge resulting from failure of another Finance Party to take appropriate steps, in insolvency proceedings affecting the Company, to preserve its entitlement to be paid that amount

GTI ONLINE SOLUTIONS LIMITED
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ANNEXURE 4 TO FORM 155(6)a

PART II

"Account" means any credit balance from time to time on any account opened or maintained by the Company with the Security Trustee or any other financial institution (and any replacement account or subdivision or subaccount of that account), and all Related Rights,

"Acquisition" means the acquisition by GTI Specialist Publishers Limited of the Target Shares and the acquisition by Target (GTI) Investments Limited of the Target Assets on the terms of the Acquisition Documents,

"Acquisition Agreement" means the share and asset sale agreement in the agreed form or as amended in accordance with the terms of the Senior Facilities Agreement dated on or about the date of the Senior Facilities Agreement relating to the sale and purchase of the Target Shares and the Target Assets made between, among others, Target (GTI) Holdings Ltd, Target (GTI) Investments Limited and the Seller,

"Acquisition Documents" means the Acquisition Agreement, the Shares Transfer Agreement, the Disclosure Letter and any other document designated as an "Acquisition Document" by the Agents and Holdings,

"Additional Borrower" means a company which becomes a Borrower in accordance with Clause 28 (*Changes to the Obligors*) of the Senior Facilities Agreement,

"Additional Guarantor" means a company which becomes a Guarantor in accordance with Clauses 26 and 28 (*Changes to the Obligors*) of the Mezzanine Facility Agreement and the Senior Facilities Agreement respectively,

"Agents" means the Senior Agent and the Mezzanine Agent,

"Ancillary Document" means each document relating to or evidencing the terms of an Ancillary Facility,

"Ancillary Facility" means any ancillary facility made available by an Ancillary Lender in accordance with Clause 7 (*Ancillary Facilities*) of the Senior Facilities Agreement,

"Ancillary Lender" means each Senior Lender (or Affiliate of a Senior Lender) which makes available an Ancillary Facility in accordance with Clause 7 (*Ancillary Facilities*) of the Senior Facilities Agreement,

"Arranger" means each of the Senior Arranger and the Mezzanine Arranger,

"Assigned Account" means any Holding Account and any Mandatory Prepayment Account (and any renewal or redesignation of such accounts) and any other Account that may from time to time be agreed between the Security Trustee and the Company to be an Assigned Account,

"Borrower" means in respect of the Mezzanine Facility Agreement, Holdings and in respect of the Senior Facilities Agreement an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 28 (*Changes to the Obligors*) of the Senior Facilities Agreement,

"Charged Intellectual Property" means any and all Intellectual Property owned by the Company now or in the future including without limitation those rights listed in Schedule 7 (*Details of Intellectual Property*) of the Debenture,

"Closing Date" means the date of Completion,

"Completion" means the closing of the Acquisition in accordance with clause 7 of the Acquisition Agreement,

"Disclosure Letter" means the disclosure letter in the agreed form to be delivered by the Seller pursuant to the Acquisition Agreement,

"Dormant Subsidiary" means a Subsidiary (direct or indirect) of Holdings which does not trade (for itself or as agent for any person) and does not own, legally or beneficially, assets (including indebtedness owed to it) which in aggregate have a value of £25,000 or more or its equivalent in other currencies,

"Existing Security" means the security granted pursuant to a debenture dated 22 May 2006 by Holdings and Target (GTI) Acquisitions Limited in favour of Barclays Bank PLC and a debenture dated 27 June 2006 made by GTI Specialist Publishers Limited and the Company in favour of Barclays Bank PLC,

"Exponent" means Exponent Private Equity LLP, Exponent Private Equity Partners, LP (acting through its general partner, Exponent Private Equity Partners GP, LP), Exponent Private Equity Co-Investment Partners, LP (acting through its general partner, Exponent Founder Partner GP, LP) and any funds managed by them,

"Finance Documents" means the Senior Finance Documents and the Mezzanine Finance Documents,

"Finance Party" means each of the Senior Finance Parties and the Mezzanine Finance Parties,

"Group" means Holdings and each of its Subsidiaries for the time being, but excluding any Dormant Subsidiary

"Guarantor" means each Original Guarantor and each Additional Guarantor unless it has ceased to be a Guarantor in accordance with clauses 26 and 28 (*Changes to the Obligors*) of the Mezzanine Facility Agreement and the Senior Facilities Agreement respectively,

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into by Holdings and a Hedge Counterparty for the purpose of hedging cash pay interest rate liabilities in relation to the facilities made available under the Senior Facilities Agreement or the Mezzanine Facility Agreement in accordance with the Hedging Letter delivered to the Agents under Clause 4.1 (Initial conditions precedent) of the Senior Facilities Agreement and Mezzanine Facility Agreement,

"Hedge Counterparty" means a Lender or an Affiliate of a Lender (or, a person that was a Lender or an Affiliate at the time that the Hedging Agreement was entered into) which has become a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement,

"Hedging Letter" has the meaning given to that term in Part I of Schedule 2 (Conditions Precedent) of the Senior Facilities Agreement and Mezzanine Facility Agreement,

Hobsons means Hobsons GmbH, (registered at the Municipal Court of Frankfurt am Main, HRB 58610), a limited liability company (Gesellschaft mit beschränkter Haftung) organised under the laws of the Federal Republic of Germany having its registered office at Frankfurt am Main, Germany,

"Holding Account" means an account

- (a) held in England (or such other jurisdiction agreed by the Agents and Holdings) by a member of the Group with an Agent or the Security Trustee,
- (b) identified in a letter between Holdings and the Agents as a Holding Account, and
- (c) subject to Security in favour of the Security Trustee which Security is in form and substance satisfactory to the Security Trustee,

as the same may be redesignated, substituted or replaced from time to time,

"Insurance Policy" means any policy of insurance (including life insurance or assurance) in which the Company may from time to time have an interest,

"Intellectual Property" means all patents, rights in inventions, trade marks, service marks, designs, business names, domain names, geographical indications, copyrights (including rights in computer software), registered designs, design rights, moral rights, database rights, rights in confidential information and know how, trade names, trade dress, formulas, trade secrets and other intellectual property rights and interests, whether registered or unregistered and including all applications for and the right to apply for the same, and any interests (including by way of licence or covenant not to sue) which may subsist anywhere in the world,

"Intra-Group Loan" means any loan by the Company as lender to any other member of the Group as borrower,

"Investment Agreement" means the investment agreement dated 23 May 2006 between, among others, Holdings and Exponent,

"Investments" means

- (a) any stocks, shares, debentures, securities and certificates of deposit (but not including the Shares),
- (b) all interests in collective investment schemes, and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),

in each case whether held directly by or to the order of the Company or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system),

"Legal Reservations" has the meaning given to such term in the Senior Facilities Agreement,

"Lenders" means each of the Senior Lenders and the Mezzanine Lenders,

"Mandatory Prepayment Account" means an interest-bearing account.

- (a) held in England (or such other jurisdiction agreed by the Agents and Holdings) by a Borrower with an Agent or the Security Trustee,
- (b) identified in a letter between Holdings and the Agents as a Mandatory Prepayment Account,
- (c) subject to Security in favour of the Security Trustee which Security is in form and substance satisfactory to the Agents and Security Trustee, and
- (d) from which no withdrawals may be made by any members of the Group except as contemplated by the Senior Facilities Agreement and Mezzanine Facility Agreement ,

as the same may be redesignated, substituted or replaced from time to time,

"Mezzanine Accession Letter" has the same meaning as in the Mezzanine Facility Agreement,

"Mezzanine Agent" means Barclays Bank PLC acting in its capacity as Agent under, and as defined in, the Mezzanine Facility Agreement,

"Mezzanine Arranger" means Barclays Leveraged Finance acting in its capacity as mandated lead arranger under the Mezzanine Facility Agreement,

"Mezzanine Compliance Certificate" means a certificate substantially in the form set out in Schedule 8 (Form of Compliance Certificate) of the Mezzanine Facility Agreement,

"Mezzanine Fee Letter" means any letter or letters dated on or about the date of the Mezzanine Facility Agreement between the Mezzanine Arranger and Holdings (or the Mezzanine Agent and Holdings or the Security Trustee and Holdings) setting out any of the fees referred to in Clause 13 (Fees) of the Mezzanine Facility Agreement,

"Mezzanine Finance Documents" means the Mezzanine Facility Agreement, any Mezzanine Accession Letter, any Mezzanine Compliance Certificate, any Mezzanine Fee Letter, the Hedging Letter, any Hedging Agreement, the Intercreditor Agreement, any Mezzanine Resignation Letter, any Mezzanine Selection Notice, any Transaction Security Document, any Mezzanine Utilisation Request and any other document designated as a "Mezzanine Finance Document" by the Mezzanine Agent and Holdings,

"Mezzanine Finance Party" means the Mezzanine Agent, the Mezzanine Arranger, the Security Trustee, a Mezzanine Lender or a Hedge Counterparty,

"Mezzanine Lender" means

- (a) the Original Lender under, and as defined in, the Mezzanine Facility Agreement, and
- (b) any bank, financial institution, trust, fund or other entity which has become a party to the Mezzanine Facility Agreement in accordance with Clause 25 (*Changes to the Lenders*) of the Mezzanine Facility Agreement,

which in each case has not ceased to be a party to the Mezzanine Facility Agreement in accordance with the terms of the Mezzanine Facility Agreement,

"Mezzanine Selection Notice" has the meaning given in the Mezzanine Facility Agreement,

"Mezzanine Resignation Letter" has the meaning given in the Mezzanine Facility Agreement,

"Mezzanine Utilisation Request" has the meaning given in the Mezzanine Facility Agreement,

"Monetary Claims" means any book and other debts and monetary claims (other than Accounts) owing to the Company and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Company is a party and any other assets, property, rights or undertaking of the Company),

"Mortgage" means a mortgage or legal charge in respect of all or any part of the Real Property in accordance with Clause 6 (Further Assurance General) of the Debenture and substantially in the form of Schedule 6 (Form of Legal Mortgage) of the Debenture,

"Obligor" means a Borrower or a Guarantor,

"Original Borrower" means the Company, GTI Specialist Publishers Limited and Holdings,

"Original Guarantor" means Holdings, the Company, GTI Specialist Publishers Limited, Target (GTI) Acquisitions Limited, Target (GTI) Investments Limited and Staufenberg,

"Permitted Security" has the meaning given to such term in the Senior Facilities Agreement,

"Real Property" means

- (a) any freehold, leasehold or immovable property (including the freehold and leasehold property in England and Wales specified in Schedule 2 of the Debenture), and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,

and includes all Related Rights,

"Related Rights" means, in relation to any asset

- (a) the proceeds of sale of any part of that asset,
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset, and
- (d) any moneys and proceeds paid or payable in respect of that asset,

"Secured Obligations" means all obligations covenanted to be discharged by the Company in clause 2.1 (*Covenant to Pay*) of the Debenture,

"Secured Parties" means the Security Trustee, any Receiver or Delegate (as defined in the Intercreditor Agreement), each Arranger, each of the Agents, any Hedging Counterparty, any Ancillary Lender and each Lender from time to time party to the Senior Facilities Agreement and each Lender (as defined therein) from time to time party to the Mezzanine Facility Agreement **provided that** in the case of the Agents, Lenders and Hedge Counterparties such person is party to or has acceded to the Intercreditor Agreement in accordance with its terms,

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

"Security Trustee" means Barclays Bank PLC acting as trustee for the Secured Parties on the terms and conditions set out in the Intercreditor Agreement,

"Seller" means Hobsons plc,

"Senior Agent" means Barclays Bank PLC acting in its capacity as Agent under, and as defined in, the Senior Facilities Agreement,

"Senior Arranger" means Barclays Leveraged Finance acting in its capacity as mandated lead arranger under the Senior Facilities Agreement,

"Senior Accession Letter" has the same meaning as in the Senior Facilities Agreement,

"Senior Compliance Certificate" means a certificate substantially in the form set out in Schedule 8 (Form of Compliance Certificate) of the Senior Facilities Agreement,

"Senior Fee Letter" means

- (a) any letter or letters dated on or about the date of the Senior Facilities Agreement between the Arranger and Holdings (or the Senior Agent and Holdings or the Security Trustee and Holdings) setting out any of the fees referred to in Clause 15 (Fees) of the Senior Facilities Agreement; and
- (b) any other agreement setting out fees referred to in Clause 15.5 (Interest, commission and fees on Ancillary Facilities) of the Senior Facilities Agreement,

"Senior Finance Documents" means the Senior Facilities Agreement, any Ancillary Document, any Senior Accession Letter, any Senior Compliance Certificate, any Senior Fee Letter, the Hedging Letter, any Hedging Agreement, the Intercreditor Agreement, any Senior Resignation Letter, any Senior Selection Notice, any Transaction Security Document, any Senior Utilisation Request and any other document designated as a "Finance Document" by the Senior Agent and Holdings,

"Senior Finance Party" means the Senior Agent, the Senior Arranger, the Security Trustee, a Senior Lender, a Hedge Counterparty or any Ancillary Lender,

"Senior Lender" means

- (a) any Original Lender under, and as defined in, the Senior Facilities Agreement, and
- (b) any bank, financial institution, trust, fund or other entity which has become a party to the Senior Facilities Agreement in accordance with Clause 27 (*Changes to the Lenders*) of the Senior Facilities Agreement,

which in each case has not ceased to be a party to the Senior Facilities Agreement in accordance with the terms of the Senior Facilities Agreement,

"Senior Selection Notice" has the meaning given in the Senior Facilities Agreement,

"Senior Resignation Letter" has the meaning given in the Senior Facilities Agreement,

"Senior Utilisation Request" has the meaning given in the Senior Facilities Agreement,

"Senior Transfer Agreement" has the meaning given in the Senior Facilities Agreement,

"Share Transfer Agreement" has the meaning given in the Senior Facilities Agreement,

"Shares" means all of the shares listed in Schedule 10 (*Shares*) of the Debenture and all of the shares in the capital of any other limited liability company incorporated in England and Wales, in each case held by, to the order or on behalf of the Company from time to time,

"Specific Contracts" means each Acquisition Document (other than the Disclosure Letter (as defined in the Debenture)), the Hedging Agreements and any Intra-Group Loans,

"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress) and all Related Rights,

"Transaction Security Documents" means each of the documents listed as being a Transaction Security Document in paragraph 6 of Part I of Schedule 2 (Conditions Precedent) of the Senior Facilities Agreement and Mezzanine Facility Agreement and any document required to be delivered to the Agents under paragraph 11 of Part II of Schedule 2 (Conditions Precedent) (including those referred to in Part III of Schedule 2 (Conditions Precedent)) of the Senior Facilities Agreement and Mezzanine Facility Agreement together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents,

"Target Assets" means the Business Assets as defined in the Acquisition Agreement,

"Target Shares" means the entire issued share capital of the Target Company,

"Target Company" means Hobsons GmbH (registered number HRB 58610)

GTI ONLINE SOLUTIONS LIMITED
(Registered Number 3977847)

ANNEXURE 4 TO FORM 155(6)a

PART III

Any reference in this statutory declaration (including the other Annexures to this statutory declaration) to any agreement or instrument is a reference to such agreement or instrument as from time to time amended or novated (however fundamentally)

GTI ONLINE SOLUTIONS LIMITED
(Registered Number 3977847)

ANNEXURE 5 TO FORM 155(6)a

Terms defined in this statutory declaration (including the other Annexures to this statutory declaration) have the same meanings in this Annexure 5 unless otherwise stated or the context otherwise requires

The amount of cash to be transferred to the person assisted is up to £200,000,000 (or its foreign currency equivalent) or such other amount as may be agreed between the parties to the Upstream Loan Agreement

GTI ONLINE SOLUTIONS LIMITED
(Registered Number 3977847)

ANNEXURE 6 TO FORM 155(6)a

The date on which the assistance is to be given is any date within eight weeks of the date of this statutory declaration



REPORT OF THE INDEPENDENT AUDITOR TO THE DIRECTORS OF GTI ONLINE SOLUTIONS LIMITED PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985

We report on the attached statutory declaration of the directors dated 6 May 2008 prepared pursuant to the Companies Act 1985, in connection with the proposal that GTI Online Solutions Limited (the "Company") should give financial assistance directly or indirectly for the purpose of reducing or discharging a liability incurred for the purpose of the acquisition by Target (GTI) Holdings Limited of the entire issued share capital of the Company

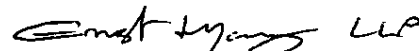
This report is made solely to the directors in accordance with Section 156(4) of the Companies Act 1985. Our work has been undertaken so that we might state to the directors those matters we are required to state to them in an auditors' report under section 156(4) and for no other purpose. To the fullest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

Handwritten signature of Ernst & Young LLP in cursive script.

Ernst & Young LLP

Registered Auditor

Belfast

6 May 2008