

Declaration in relation to assistance for the acquisition of shares

155(6)a

Please do not
write in this
margin

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

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

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

For official use

Company number

5167419

Note

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

Name of company

* Booksource LIMITED

* insert full name
of company

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

XWe - Nicholas Croydon, 7 Millenium Court, Queens Promenade, Douglas, Isle
of Man, IM2 4NN
- Clive Goss, 26 Wilmington Avenue, Chiswick, London, W4 3HA

† delete as appropriate

~~the sole directors~~ [all the directors] † of the above company do solemnly and sincerely declare that

The business of the company is

§ delete whichever
is inappropriate

[illegible]

(c) something other than the above §

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

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ Columbia Marketing Limited

The assistance is for the purpose of ~~proceeding to~~ [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

200 Ordinary A shares of £1 00 each and 200 Ordinary B shares of £1 00

Presenter's name address and
reference (if any)
Morrison & Foerster MNP
Citypoint One Ropemaker
Street
London EC2Y 9AW

For official Use
General Section

THIRSDAY



AG5QN13C

A29

03/07/2008

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COMPANIES HOUSE

The assistance is to be given to (note 2) Three C Publishing Limited
C/o Mofo Notices Limited, Citypoint, One Ropemaker Street, London EC2Y 9AW

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 attachment 1

The person who [has acquired] ~~MM30000~~ † the shares is

† delete as
appropriate

Three C Publishing Limited

The principal terms on which the assistance will be given are

See attachment 2

The amount of cash to be transferred to the person assisted is £ sums payable under the Loan Agreement

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 20/06/2008

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

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

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

(b) XX
XX
XX (note 3)

And ~~X~~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

Simon & Simon
CityPoint, One Ropemaker Street
London EC2Y 9AW

Declarants to sign below

x 2.7.5 —
x Cl. f.

on

| Day | Month | Year |
|-----|-------|------|
| 20 | 06 | 2008 |

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
37 Castle Terrace
Edinburgh
EH1 2EB

FORM 155(6)a

BOOKSOURCE LIMITED

Company Number 05167419

Attachment 1 to Form 155(6)a

1.1 Guarantee

An unlimited inter company composite guarantee ("Guarantee") to be executed in favour of National Westminster Bank plc (the "Bank") by, amongst others, the Company

1.2 Security

A debenture (the "Debenture") to be executed in favour of the Bank by the Company.

1.3 Intercompany Loan Agreement

An intercompany loan agreement (the "Loan") to be executed by, amongst others, the Company and Columbia Marketing Limited pursuant to which the Company and Columbia Marketing Limited will from time to time and on demand make advances to Three C Publishing Limited to facilitate Three C Publishing Limited meeting all of its obligations to the Bank under a facility agreement with the Bank dated 20 June 2008

BOOKSOURCE LIMITED

Company Number 05167419

Attachment 2 to Form 155(6)a

PART I

“Bank” means National Westminster Bank plc

“Companies” means Three C Publishing Limited, Columbia Marketing Limited, Booksource Limited and Transatlantic Press Limited

“Debtor” means each and any of the Companies

“Expenses” means all expenses (on a full indemnity basis) incurred by the Bank at any time in connection with the Obligations of each Debtor or in preserving defending or enforcing the security created by the Guarantee or exercising any power under the Guarantee or otherwise with Interest from the date they are incurred

“Facility Agreement” means the facility agreement dated 20 June 2008 and made between the Bank, Three C Publishing Limited and Transatlantic Press Limited

“Interest” means interest at the rate(s) charged to each Debtor by the Bank from time to time in respect of that Debtor’s Obligations

“Obligations” means all liabilities to the Bank of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Bank’s charges and commission Interest and Expenses payable by each Debtor

PART II

The principal terms on which the assistance will be given are

1 1 Guarantee

The guarantee referred to in paragraph 1 1 of Attachment 1 are recorded in clause 1 of the Guarantee pursuant to which the Company

- (a) jointly and severally (with each Debtor) guarantees to discharge on demand all the Obligations of each Debtor with interest from the date of demand, and
- (b) agrees that any item or amount claimed by the Bank to be included in a Debtor’s Obligations which is not recoverable from the Debtors under the Guarantee for any reason on the basis of a guarantee shall nevertheless be recoverable from the Debtors as principal debtor by way of indemnity and the Debtors jointly and severally agrees to discharge that liability on demand with interest from the date of demand.

1 2 **Security** --

The security referred to in paragraph 1 2 of Attachment 1 is to be created by the Company executing a debenture (the "Debenture") in favour of the Bank. By entering into the Debenture, the Company, as continuing security for its Obligations and with full title guarantee, will give to the Bank

- (a) a fixed charge over the following property of the Company, whether owned now or in the future
 - (i) all land vested in or charged to the Company. References to **Land** are to any interest in freehold or leasehold land,
 - (ii) all fixtures and fittings attached to any Land,
 - (iii) all plant and machinery, including any associated warranties and maintenance contracts,
 - (iv) all rents receivable from any lease granted out of any Land,
 - (v) all the goodwill of the Company's business,
 - (vi) any uncalled capital,
 - (vii) all stock, shares and other securities held by the Company at any time in any Subsidiary and all income and rights relating to those stocks, shares and securities,

A **Subsidiary** is an entity controlled, directly or indirectly, by the Company or by a Subsidiary of the Company. 'Control' means the ability to appoint or remove directors or exercise the majority of voting rights, alone or with the agreement of others,
 - (viii) all intellectual property, licences, claims, insurance policies, proceeds of any insurance and any other legal rights, and
 - (ix) the benefit of any hedging arrangements, futures transactions or treasury instruments
- (b) a floating charge over all the other property, assets and rights of the Company owned now or in the future, which are not subject to a fixed charge under this deed or under any other security held by the Bank

1 3 **Loan Agreement**

The Loan Agreement referred to in paragraph 1 3 of Attachment 1 provides that the Company will make payments from time to time on demand to Three C Publishing Limited to enable Three C Publishing Limited to meet all of its obligations to the Bank pursuant to the Facility Agreement



Horwath Bastow Charleton

The Directors
Booksource Limited
MoFo Secretaries Limited
Citypoint
1 Ropemaker Street
London EC2Y 9AW
UK

Horwath Bastow Charleton
Chartered Accountants
Marine House
Clanwilliam Court
Dublin 2
Telephone 353 1 676 0951
Facsimile 353 1 662 5105
E-Mail post@hbc.ie
Website www.hbc.ie

**AUDITOR'S REPORT TO THE DIRECTORS
OF BOOKSOURCE LIMITED
PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985**

We have examined the statutory declaration of the directors dated 20 June 2008 in connection with the proposal that Booksource Limited (the "Company") will give financial assistance in connection with reducing or discharging liability incurred in relation to the acquisition of shares in its holding company Columbia Marketing Limited ("the proposed transaction")

Respective Responsibilities of Directors and Auditors

The Company's directors are responsible for the statutory declaration. It is our responsibility to review the bases for the declaration, based on the information provided to us by the directors and based on our enquiries into the state of the Company's affairs and to provide a report to the directors.

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 any matter that would 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 of the proposed transaction.

Horwath Bastow Charleton
Chartered Accountants and Registered Auditors

20 June 2008

Justin Bailey
Gerard Guilmartin

Colm Byrne
George Kennington

John Byrne
Aiden Murphy

Brian Conroy
Niall O'Neill

Naoise Cosgrove
Andrew Whitty

Sharon Gallen