

CHFP025

**155(6)b**

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\* GX Networks Limited (the "Company")

Post foam

TUESDAY



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lettering**

The assistance is to be given to (note 2) Host Europe WVS Limited ("Bidco") (CRN 06527428) with registered address of Ashurst LLP, Broadwalk House, 5 Appold Street, London EC2A 2HA, Host Europe Holdings Limited ("Parent") (CRN. 06448160) with registered address of Ashurst LLP, Broadwalk House, 5 Appold Street, London EC2A 2HA and Lion Bidco Limited (CRN 06524111) with registered address of Ashurst LLP, Broadwalk House, 5 Appold Street, London, EC2A 2HA.

See attachment 1

† delete as appropriate

See attachment 2

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 weeks of the date hereof

~~X~~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)

[illegible]

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

**Declarants to sign below**

Hambour Island, Bahamas

Day Month Year  
on 9/ 04 2008

before me Dorothy L. [Signature] J.P.

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

**Attachment 1 to Form 155(6)b**

**1 1 Guarantees**

Guarantees, indemnities and rights of set off granted by Subco to

- (a) the persons (the "**Financiers**") providing Bidco and others with
  - (i) senior loan facilities of initially up to £35,000,000 (or its equivalent) pursuant to a senior facilities agreement dated 14 March 2008 (the "**Senior Facilities Agreement**"), and
  - (ii) interest rate hedging contracts and instruments (the "**Hedging Agreements**"), and
- (b) the persons (the "**Noteholders**") subscribing for investor loan notes of Parent of up to £19,400,000 pursuant to an investor loan note instrument dated 14 March 2008 (the "**Investor Loan Note Instrument**")

**1 2 Security**

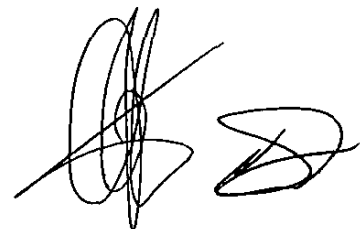
- (a) Fixed and floating charges granted by Subco over all its assets and undertaking present and future by way of security for (inter alia) its obligations under the guarantees and indemnities referred to in paragraph 1.1(a) above, pursuant to a debenture dated 14 March 2008 (the "**Senior Facilities Debenture**") in favour of Bank of Scotland PLC as security agent (the "**Security Agent**") for the Financiers
- (b) Fixed and floating charges granted by Subco over all its assets and undertaking present and future by way of security for (inter alia) its obligations under the guarantees and indemnities referred to in paragraph 1.1(b) above, pursuant to a debenture dated on or about the date hereof (the "**Investor Debenture**") in favour of Oakley Capital Limited as note security agent (the "**Note Security Agent**") for the Noteholders

**1 3 Priority**

- (a) Priority and subordination arrangements entered into by Subco with (among others) the Financiers pursuant to an intercreditor deed dated 14 March 2008 (the "**Intercreditor Agreement**")
- (b) Priority and subordination arrangements entered into by Subco with (among others) the Noteholders pursuant to an subordination deed dated on or about the date hereof (the "**Subordination Deed**").

**1 4 Intra-Group Loan Facility**

An intra group loan facility granted by Subco along with certain other members of the group of companies of which it is a member in favour of, amongst others, Bidco and Parent

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**Attachment 2 to Form 155(6)b**

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

**1 5 Senior Facilities Guarantees**

Subco will become a party to the Senior Facilities Agreement pursuant to an accession agreement (the "**Senior Accession Letter**") The guarantees, indemnities and rights of set off referred to in paragraph 1.1(a) of Attachment 1 are recorded in clauses 21, 24 and 36 of the Senior Facilities Agreement

Pursuant to clause 24 of the Senior Facilities Agreement, Subco irrevocably and unconditionally jointly and severally with certain other members of the group of companies of which it is a member

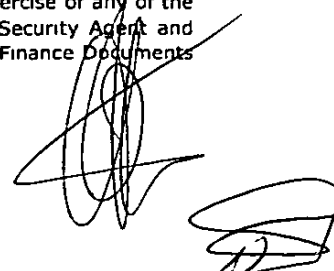
- (a) guarantees punctual performance of obligations undertaken pursuant to (amongst other things) the Senior Facilities Agreement, the Hedging Agreements, the Senior Accession Letter and related documents (together the "**Finance Documents**" ),
- (b) undertakes with each of the Financiers that whenever a borrower under the Senior Facilities Agreement does not pay any amount when due under or in connection with (amongst other things) any Finance Document, Subco shall immediately on demand pay that amount as if it were the principal obligor,
- (c) agrees to indemnify each of the Financiers immediately on demand against any loss or liability suffered by any of them if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, and
- (d) agrees that its guarantee and indemnity obligations will not be affected by (amongst other things) any act, omission, matter or thing which would otherwise reduce, release or prejudice any such obligations

Pursuant to clause 36 of the Senior Facilities Agreement, Subco

- (e) agrees that any Financier may, following an event of default which is continuing (provided that this shall in no way restrict and is without prejudice to the ability of the Financiers to set off in respect of ancillary facilities to enable such Financiers to report to the Financial Services Authority on net basis), set off any matured obligation owed by Subco under the Finance Documents (to the extent beneficially owned by that Financier) against any matured obligation owed by that Financier to Subco

Pursuant to clause 21 of the Senior Facilities Agreement, Subco

- (f) agrees to indemnify the Security Agent, any receiver and any delegate of the Security Agent against any cost, loss or liability incurred by any of them as a result of
  - (i) the taking, holding, protection or enforcement of security in connection with the obligations of Subco and certain other members of the group of companies of which it is a member under the Finance Documents,
  - (ii) anything done or omitted in the exercise or purported exercise of any of the rights, powers, discretions and remedies vested in the Security Agent and each receiver and delegate of the Security Agent by the Finance Documents or by law, and

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- (iii) any default by Subco or certain other members of the group of companies of which it is a member in the performance of the obligations expressed to be assumed by them in the Finance Documents

#### 1 6 **Investor Loan Note Guarantees**

Subco will become a party to the Investor Loan Note Instrument pursuant to an accession agreement (the "**Investor Accession Letter**") The guarantees, indemnities and rights of set off referred to in paragraph 1 1(b) of Attachment 1 are recorded in clauses 12, 13 and 16 and schedule 6 of the Investor Loan Note Instrument

Pursuant to clause 12 and schedule 6 of Investor Loan Note Instrument, Subco irrevocably and unconditionally jointly and severally with certain other members of the group of companies of which it is a member

- (a) guarantees punctual performance of obligations undertaken pursuant to (amongst other things) the Investor Loan Note Instrument, each Investor Accession Letter and related documents (together the "**Note Finance Documents**" );
- (b) undertakes with each of the Noteholders that whenever Parent does not pay any amount when due under or in connection with (amongst other things) any Note Finance Document, Subco shall immediately on demand pay that amount as if it were the principal obligor,
- (c) agrees to indemnify each of the Noteholders immediately on demand against any loss or liability suffered by any of them if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, and
- (d) agrees that its guarantee and indemnity obligations will not be affected by (amongst other things) any act, omission, matter or thing which would otherwise reduce, release or prejudice any such obligations.

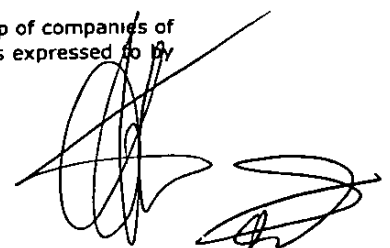
Pursuant to clause 16 of the Investor Loan Note Instrument, Subco

- (e) agrees that any Noteholder may, following an event of default which is continuing, set off any matured obligation owed by Subco under the Note Finance Documents (to the extent beneficially owned by that Noteholder) against any matured obligation owed by that Noteholder to Subco

Pursuant to clause 13 of the Investor Loan Note Instrument, Subco

- (f) agrees to indemnify the Note Security Agent, any receiver and any delegate of the Note Security Agent against any cost, loss or liability incurred by any of them as a result of
  - (i) the taking, holding, protection or enforcement of security in connection with the obligations of Subco and certain other members of the group of companies of which it is a member under the Note Finance Documents,
  - (ii) anything done or omitted in the exercise or purported exercise of any of the rights, powers, discretions and remedies vested in the Note Security Agent and each receiver and delegate of the Note Security Agent by the Note Finance Documents or by law, and
  - (iii) any default by Subco or certain other members of the group of companies of which it is a member in the performance of the obligations expressed to be assumed by them in the Note Finance Documents

#### 1 7 **Senior Facilities Security**



The security referred to in paragraph 1 2(a) of Attachment 1 is to be created by Subco acceding to the Senior Facilities Debenture by executing a Security Accession Deed (the "**Security Accession Deed**") By acceding to the Senior Facilities Debenture, Subco will (amongst other things)

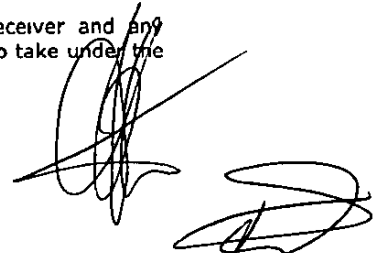
- (a) as principal obligor and not merely as surety, covenant with the Security Agent that it will pay and discharge all obligations under (among other things) the Finance Documents from time to time when they fall due,
- (b) charge in favour of the Security Agent all of its present and future right, title and interest in and to its assets and undertakings by way of legal mortgage, fixed and/or floating charges and/or assignment by way of security for the payment of such outstandings,
- (c) undertake to, at its own expense, do all acts and execute all documents as the Security Agent or a receiver may reasonably require for (amongst other things) creating, perfecting or protecting the security intended to be created by the Senior Facilities Debenture over the assets secured thereby,
- (d) agree that any Financier may, following an event of default which is continuing, set off any matured obligation due from Subco against any matured obligation owed by that Financier to Subco regardless of the place of payment, booking branch or currency of either obligation; and
- (e) appoint, by way of security, the Security Agent, each receiver and any delegate to be its attorney to take any action which it is obliged to take under the Senior Facilities Debenture.

#### 1 8 **Investor Loan Note Security**

The security referred to in paragraph 1 2(b) of Attachment 1 is to be created by Subco acceding to the Investor Debenture by executing a Investor Security Accession Deed (the "**Investor Security Accession Deed**") By acceding to the Investor Debenture, Subco will (amongst other things)

- (a) as principal obligor and not merely as surety, covenant with the Note Security Agent that it will pay and discharge all obligations under (among other things) the Note Finance Documents from time to time when they fall due,
- (b) charge in favour of the Note Security Agent all of its present and future right, title and interest in and to its assets and undertakings by way of legal mortgage, fixed and/or floating charges and/or assignment by way of security for the payment of such outstandings,
- (c) undertake to, at its own expense, do all acts and execute all documents as the Note Security Agent or a receiver may reasonably require for (amongst other things) creating, perfecting or protecting the security intended to be created by the Investor Debenture over the assets secured thereby,
- (d) agree that any Noteholder may, following an event of default which is continuing, set off any matured obligation due from Subco against any matured obligation owed by that Noteholder to Subco regardless of the place of payment, booking branch or currency of either obligation, and
- (e) appoint, by way of security, the Note Security Agent, each receiver and any delegate to be its attorney to take any action which it is obliged to take under the Investor Debenture

#### 1 9 **Priority**

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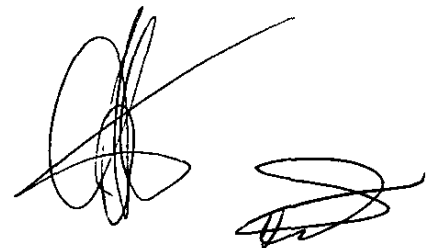
- (a) By executing an accession agreement to the Intercreditor Agreement (the "**Intercreditor Accession Deed**") Subco (amongst other things) will agree that any sums owed to it by way of intra-group loan by any other member of its group will be subordinated to sums owed by such members of the group to the Financiers
- (b) By executing the Investor Accession Letter and (by virtue of that document) acceding to the Subordination Deed Subco (amongst other things) will agree that any sums owed to it by way of intra-group loan by any other member of its group will be subordinated to sums owed by such members of the group to the Noteholders

**1 10 Intra-group Loan**

By executing the facility letter referred to in paragraph 1 4 of Attachment 1, Subco, together with certain other members of its group, will make available to Bidco and Parent (amongst others) a revolving loan facility of up to £140,000,000 in aggregate to be used by Bidco and Parent to make payments when due to (among others) the Financiers and the Noteholders but on the basis that Subco will only be obliged to make advances under the facility letter if, inter alia, it has the cash resources and Subco is not in liquidation or administration or the subject of a creditor's voluntary arrangement

**1 11 Amendments**

Subco's obligations as described above in Attachments 1 and 2 continue in relation to the Finance Documents and the Note Finance Documents as they may be amended, modified, varied, supplemented or restated from time to time, including any amendment by way of increase to any facility or guarantee amount





**Attachment 3 to Form 155(6)b**

Cash to be transferred at the time of the giving of the financial assistance is nil. However cash may become payable under the intra-group loan facility referred to in paragraph 1.4 of Attachment 1 up to a maximum aggregate principal amount of £140,000,000 and/or under the other documents detailed in Attachments 1 and 2.


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

**155(6)b**

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The assistance is to be given to (note 2) Host Europe WVS Limited ("Bidco") (CRN 06527428) with registered address of Ashurst LLP, Broadwalk House, 5 Appold Street, London EC2A 2HA, Host Europe Holdings Limited ("Parent") (CRN 06448160) with registered address of Ashurst LLP, Broadwalk House, 5 Appold Street, London EC2A 2HA and Lion Bidco Limited (CRN 06524111) with registered address of Ashurst LLP, Broadwalk House, 5 Appold Street, London, EC2A 2HA

See attachment 1

† delete as appropriate

See attachment 2

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

SK AJN

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**

~~X~~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)

delete either (a) or (b) as appropriate

(a) ~~We~~ 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)

(b) XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX\* (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

**Declarants to sign below**

25 ST. JAMES'S STREET, LONDON SW1A 1HA

Day Month Year  
on 01 04 2008

before me Alexis John Norman  
ALEXIS JOHN NORMAN  
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

**Attachment 1 to Form 155(6)b**

**1 1 Guarantees**

Guarantees, indemnities and rights of set off granted by Subco to

- (a) the persons (the "**Financiers**") providing Bidco and others with
  - (i) senior loan facilities of initially up to £35,000,000 (or its equivalent) pursuant to a senior facilities agreement dated 14 March 2008 (the "**Senior Facilities Agreement**"), and
  - (ii) interest rate hedging contracts and instruments (the "**Hedging Agreements**"); and
- (b) the persons (the "**Noteholders**") subscribing for investor loan notes of Parent of up to £19,400,000 pursuant to an investor loan note instrument dated 14 March 2008 (the "**Investor Loan Note Instrument**")

**1 2 Security**

- (a) Fixed and floating charges granted by Subco over all its assets and undertaking present and future by way of security for (inter alia) its obligations under the guarantees and indemnities referred to in paragraph 1 1(a) above, pursuant to a debenture dated 14 March 2008 (the "**Senior Facilities Debenture**") in favour of Bank of Scotland PLC as security agent (the "**Security Agent**") for the Financiers
- (b) Fixed and floating charges granted by Subco over all its assets and undertaking present and future by way of security for (inter alia) its obligations under the guarantees and indemnities referred to in paragraph 1 1(b) above, pursuant to a debenture dated on or about the date hereof (the "**Investor Debenture**") in favour of Oakley Capital Limited as note security agent (the "**Note Security Agent**") for the Noteholders

**1 3 Priority**

- (a) Priority and subordination arrangements entered into by Subco with (among others) the Financiers pursuant to an intercreditor deed dated 14 March 2008 (the "**Intercreditor Agreement**")
- (b) Priority and subordination arrangements entered into by Subco with (among others) the Noteholders pursuant to an subordination deed dated on or about the date hereof (the "**Subordination Deed**")

**1 4 Intra-Group Loan Facility**

An intra-group loan facility granted by Subco along with certain other members of the group of companies of which it is a member in favour of, amongst others, Bidco and Parent

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## Attachment 2 to Form 155(6)b

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

### 1.5 Senior Facilities Guarantees

Subco will become a party to the Senior Facilities Agreement pursuant to an accession agreement (the "**Senior Accession Letter**") The guarantees, indemnities and rights of set off referred to in paragraph 1.1(a) of Attachment 1 are recorded in clauses 21, 24 and 36 of the Senior Facilities Agreement

Pursuant to clause 24 of the Senior Facilities Agreement, Subco irrevocably and unconditionally jointly and severally with certain other members of the group of companies of which it is a member

- (a) guarantees punctual performance of obligations undertaken pursuant to (amongst other things) the Senior Facilities Agreement, the Hedging Agreements, the Senior Accession Letter and related documents (together the "**Finance Documents**" ),
- (b) undertakes with each of the Financiers that whenever a borrower under the Senior Facilities Agreement does not pay any amount when due under or in connection with (amongst other things) any Finance Document, Subco shall immediately on demand pay that amount as if it were the principal obligor,
- (c) agrees to indemnify each of the Financiers immediately on demand against any loss or liability suffered by any of them if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, and
- (d) agrees that its guarantee and indemnity obligations will not be affected by (amongst other things) any act, omission, matter or thing which would otherwise reduce, release or prejudice any such obligations

Pursuant to clause 36 of the Senior Facilities Agreement, Subco

- (e) agrees that any Financier may, following an event of default which is continuing (provided that this shall in no way restrict and is without prejudice to the ability of the Financiers to set off in respect of ancillary facilities to enable such Financiers to report to the Financial Services Authority on net basis), set off any matured obligation owed by Subco under the Finance Documents (to the extent beneficially owned by that Financier) against any matured obligation owed by that Financier to Subco

Pursuant to clause 21 of the Senior Facilities Agreement, Subco:

- (f) agrees to indemnify the Security Agent, any receiver and any delegate of the Security Agent against any cost, loss or liability incurred by any of them as a result of
  - (i) the taking, holding, protection or enforcement of security in connection with the obligations of Subco and certain other members of the group of companies of which it is a member under the Finance Documents,
  - (ii) anything done or omitted in the exercise or purported exercise of any of the rights, powers, discretions and remedies vested in the Security Agent and each receiver and delegate of the Security Agent by the Finance Documents or by law, and

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- (iii) any default by Subco or certain other members of the group of companies of which it is a member in the performance of the obligations expressed to be assumed by them in the Finance Documents

## 1.6 Investor Loan Note Guarantees

Subco will become a party to the Investor Loan Note Instrument pursuant to an accession agreement (the "**Investor Accession Letter**") The guarantees, indemnities and rights of set off referred to in paragraph 1.1(b) of Attachment 1 are recorded in clauses 12, 13 and 16 and schedule 6 of the Investor Loan Note Instrument

Pursuant to clause 12 and schedule 6 of Investor Loan Note Instrument, Subco irrevocably and unconditionally jointly and severally with certain other members of the group of companies of which it is a member

- (a) guarantees punctual performance of obligations undertaken pursuant to (amongst other things) the Investor Loan Note Instrument, each Investor Accession Letter and related documents (together the "**Note Finance Documents**" ),
- (b) undertakes with each of the Noteholders that whenever Parent does not pay any amount when due under or in connection with (amongst other things) any Note Finance Document, Subco shall immediately on demand pay that amount as if it were the principal obligor;
- (c) agrees to indemnify each of the Noteholders immediately on demand against any loss or liability suffered by any of them if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, and
- (d) agrees that its guarantee and indemnity obligations will not be affected by (amongst other things) any act, omission, matter or thing which would otherwise reduce, release or prejudice any such obligations

Pursuant to clause 16 of the Investor Loan Note Instrument, Subco

- (e) agrees that any Noteholder may, following an event of default which is continuing, set off any matured obligation owed by Subco under the Note Finance Documents (to the extent beneficially owned by that Noteholder) against any matured obligation owed by that Noteholder to Subco

Pursuant to clause 13 of the Investor Loan Note Instrument, Subco

- (f) agrees to indemnify the Note Security Agent, any receiver and any delegate of the Note Security Agent against any cost, loss or liability incurred by any of them as a result of
  - (i) the taking, holding, protection or enforcement of security in connection with the obligations of Subco and certain other members of the group of companies of which it is a member under the Note Finance Documents,
  - (ii) anything done or omitted in the exercise or purported exercise of any of the rights, powers, discretions and remedies vested in the Note Security Agent and each receiver and delegate of the Note Security Agent by the Note Finance Documents or by law, and
  - (iii) any default by Subco or certain other members of the group of companies of which it is a member in the performance of the obligations expressed to be assumed by them in the Note Finance Documents

## 1.7 Senior Facilities Security

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The security referred to in paragraph 1 2(a) of Attachment 1 is to be created by Subco acceding to the Senior Facilities Debenture by executing a Security Accession Deed (the "**Security Accession Deed**") By acceding to the Senior Facilities Debenture, Subco will (amongst other things):

- (a) as principal obligor and not merely as surety, covenant with the Security Agent that it will pay and discharge all obligations under (among other things) the Finance Documents from time to time when they fall due,
- (b) charge in favour of the Security Agent all of its present and future right, title and interest in and to its assets and undertakings by way of legal mortgage, fixed and/or floating charges and/or assignment by way of security for the payment of such outstandings,
- (c) undertake to, at its own expense, do all acts and execute all documents as the Security Agent or a receiver may reasonably require for (amongst other things) creating, perfecting or protecting the security intended to be created by the Senior Facilities Debenture over the assets secured thereby,
- (d) agree that any Financier may, following an event of default which is continuing, set off any matured obligation due from Subco against any matured obligation owed by that Financier to Subco regardless of the place of payment, booking branch or currency of either obligation, and
- (e) appoint, by way of security, the Security Agent, each receiver and any delegate to be its attorney to take any action which it is obliged to take under the Senior Facilities Debenture

#### 1 8 **Investor Loan Note Security**

The security referred to in paragraph 1 2(b) of Attachment 1 is to be created by Subco acceding to the Investor Debenture by executing a Investor Security Accession Deed (the "**Investor Security Accession Deed**") By acceding to the Investor Debenture, Subco will (amongst other things)

- (a) as principal obligor and not merely as surety, covenant with the Note Security Agent that it will pay and discharge all obligations under (among other things) the Note Finance Documents from time to time when they fall due,
- (b) charge in favour of the Note Security Agent all of its present and future right, title and interest in and to its assets and undertakings by way of legal mortgage, fixed and/or floating charges and/or assignment by way of security for the payment of such outstandings,
- (c) undertake to, at its own expense, do all acts and execute all documents as the Note Security Agent or a receiver may reasonably require for (amongst other things) creating, perfecting or protecting the security intended to be created by the Investor Debenture over the assets secured thereby;
- (d) agree that any Noteholder may, following an event of default which is continuing, set off any matured obligation due from Subco against any matured obligation owed by that Noteholder to Subco regardless of the place of payment, booking branch or currency of either obligation, and
- (e) appoint, by way of security, the Note Security Agent, each receiver and any delegate to be its attorney to take any action which it is obliged to take under the Investor Debenture

#### 1 9 **Priority**

SKA ASN




- (a) By executing an accession agreement to the Intercreditor Agreement (the "**Intercreditor Accession Deed**") Subco (amongst other things) will agree that any sums owed to it by way of intra-group loan by any other member of its group will be subordinated to sums owed by such members of the group to the Financiers
- (b) By executing the Investor Accession Letter and (by virtue of that document) acceding to the Subordination Deed Subco (amongst other things) will agree that any sums owed to it by way of intra-group loan by any other member of its group will be subordinated to sums owed by such members of the group to the Noteholders

**1 10 Intra-group Loan**

By executing the facility letter referred to in paragraph 1 4 of Attachment 1, Subco, together with certain other members of its group, will make available to Bidco and Parent (amongst others) a revolving loan facility of up to £140,000,000 in aggregate to be used by Bidco and Parent to make payments when due to (among others) the Financiers and the Noteholders but on the basis that Subco will only be obliged to make advances under the facility letter if, inter alia, it has the cash resources and Subco is not in liquidation or administration or the subject of a creditor's voluntary arrangement

**1 11 Amendments**

Subco's obligations as described above in Attachments 1 and 2 continue in relation to the Finance Documents and the Note Finance Documents as they may be amended, modified, varied, supplemented or restated from time to time, including any amendment by way of increase to any facility or guarantee amount

 ACN

**Attachment 3 to Form 155(6)b**

Cash to be transferred at the time of the giving of the financial assistance is nil. However cash may become payable under the intra-group loan facility referred to in paragraph 1.4 of Attachment 1 up to a maximum aggregate principal amount of £140,000,000 and/or under the other documents detailed in Attachments 1 and 2.

SCA. AGN



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GX Networks Limited  
5 Roundwood Avenue  
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Uxbridge  
Middlesex  
UB11 1FF

Our ref aw/jc/650

Contact Jude Chin  
020 7311 2132

1 April 2008

Dear Sirs

**Auditors' report to the directors of GX Networks Limited ("the Company") pursuant to Section 156(4) of the Companies Act 1985**

We have examined the attached statutory declaration of the directors dated 1 April 2008 in connection with the proposal that 123-Reg Limited, of which this Company is a holding company, should give financial assistance for the purchase of the entire issued share capital of this company's ordinary shares

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

We have enquired into the state of the Company's affairs in order to review the bases for the statutory declaration.

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

KPMG Audit Plc  
Registered Auditor