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165(6)A

~~NI 35033~~

RLA NORTHERN IRELAND LIMITED (the "Company")

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The assistance is to be given to: (note 2).

RLA Group Limited, Burlington House, Old Christchurch Road,
Bournemouth, Dorset BH1 2HZ

Please do not write
in this margin.

The assistance will take the form of:

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

1. The execution by the Company of a debenture in favour of HSBC Bank plc ("HSBC") in order to secure all sums due or to become due to HSBC by the Company (the "Debenture");
2. The execution by the Company of a guarantee of all sums due and payable by RLA Group Limited and other members of its group to HSBC (the "Guarantee");
3. The execution by the Company of an intercreditor agreement subordinating amounts owing by RLA Group Limited and other members of its group to certain shareholders of RLA Group Limited to amounts owed by the group to HSBC (the "Intercreditor Agreement")

The person who ~~has acquired~~ (will acquire)† the shares is:

† delete as
appropriate

RLA Group Limited

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

The principal terms of the Guarantee,
the Debenture and the Intercreditor
Agreement are set out in Rider A (attached).

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

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**

(a) (If/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).

[illegible]

Declared at BEAUFORT HOUSE, 15 ST BARTHOLOMEW STREET, LONDON Declarants to sign below

~~one thousand nine hundred and~~

before me

Declarants to sign below

[Signature]

[Signature]

[Signature]

1. For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see Article 162(3) of the Companies (Northern Ireland) Order 1986.
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 Article 166(3) of the Companies (Northern Ireland) Order 1986.
4. The auditors report required by Article 165(4) of the Companies (Northern Ireland) Order 1986 must be annexed to this form.

RIDER A

The Company will provide financial assistance by way of:

- 1 A debenture (the "**Debenture**") to be dated no later than 8 weeks after the date of this statutory declaration and made between the Company and HSBC Bank plc ("**HSBC**") whereby:

- 1.1 the Company, with full title guarantee, and as security for the payment and discharge of the Debt, charges to HSBC:

- 1.1.1 by way of legal mortgage all freehold and leasehold land now vested in the Company together with all buildings, fixtures, fittings and fixed plant and machinery at any time on it;

- 1.1.2 by way of first fixed charge, the chattels (including all additions and improvements to, and replacements of, them at any time), securities, intellectual property and/or other property identified in the Debenture;

- 1.1.3 by way of first fixed charge (except as already charged above):

- (a) at any time, all the right, title and interest of the Company in or to any freehold or leasehold land or other immovable property wherever situate and all fixtures, fittings and fixed plant and machinery at any time on it;

- (b) at any time, all chattels belonging to the Company (excluding any of them for the time being forming part of the stock in trade or work-in-progress of the Company or which are, for the time being, otherwise effectively charged by way of legal mortgage or fixed charge by the Debenture);

- (c) the benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to any land or other property mentioned above and/or to any trade or business from time to time carried on by the Company;

- (d) all book debts and other debts and monetary claims and any rents, licence

fees or other payments due from any lessee, licensee or occupier of any immovable property wherever situated, at any time due owing or incurred to the Company (in addition, the full benefit of all guarantees and securities for them and all liens, reservations of title and other rights enabling the Company to enforce such debts or claims), save for any debts and claims as HSBC may from time to time have agreed with the Company shall not be subject to this fixed charge and also such debts and claims as charged in accordance with paragraph (e) below;

- (e) any credit balance on any account of the Company with HSBC;
- (f) any credit balance on any account with any bank (other than HSBC) or other person;
- (g) all goodwill and uncalled capital for the time being of the Company;
- (h) all stocks, shares, debentures, bonds, loan capital and other securities of any description (including, without limitation, any subsidiary or subsidiary undertaking of the Company) and:
 - (i) all rights to subscribe to or convert other securities into or otherwise acquire any such securities at any time belonging to the Company;
 - (ii) all dividends, interest and other income and all other rights of whatever kind deriving from or incidental to, any of these;
- (i) all letters patent, trademarks, service marks, designs, utility models, copyrights, design rights, applications for registration of any of them and the right to apply for them in any part of the world and moral rights, inventions, confidential information, know-how and rights of a similar nature arising or subsisting

anywhere in the world in relation to any of the above (whether registered or unregistered) at any time belonging to the Company;

- (j) all policies of life insurance or assurance and all rights and claims to which the Company is at any time entitled to the proceeds of them or of any other policies of insurance of any description;
- (k) all rights and other property to which the Company is at any time entitled as a result of, or in connection with, any proceedings threatened or commenced under the Insolvency Act 1986 or any other similar legislation in any jurisdiction;
- (l) the benefit of all agreements for the provision by the Company to any person of any loan or credit or other financial accommodation of any description (including, without limitation, any finance leases and hire or hire-purchase agreements) at any time entered into by the Company;
- (m) the proceeds of the sale of any property mentioned above; and

1.1.4 by way of floating charge, all the undertaking of the Company and all its property whatsoever and wheresoever and at any time (excluding any part of the same which is, for the time being, effectively charged by way of legal mortgage or fixed charge by the Debenture and recognised as effectively so charged under the laws of the jurisdiction in which it is situated).

1.2 HSBC may, by notice in writing to the Company, convert the floating charge referred to above into a fixed charge in respect of such of the property of the Company as may be specified in such notice, if:

- 1.2.1 on the happening of any of the events in clause 11 of the Debenture; or
- 1.2.2 it appears to HSBC that such property is in danger of seizure, distress, diligence or any other form of

legal process or that the same, and/or the security created in respect of it, is otherwise in jeopardy.

In either event, the ability of the Company to deal in any way with such property shall cease except to the extent that HSBC may otherwise agree in writing.

1.3 The Company shall not, except with the prior written consent of HSBC:

1.3.1 create, or attempt to create, or allow to subsist over all or any of the charged property, any mortgage, chose, lien, pledge or other security other than the Debenture; or

1.3.2 allow any tangible property, forming part of the fixed charge property, to leave the possession of the Company (except for the purpose of necessary repair or maintenance) or to be used by any person other than the Company or for any purpose other than in connection with the business of the Company; or

1.3.3 release, exchange, compound, set off, grant time or agree to any other arrangement in respect of, or in any other way deal with, all or any of the debts except as expressly allowed in the Debenture; or

1.3.4 part with, hire, lend, sell, assign or dispose of all, or any part of (or any right, title or interest in), the fixed charged property at all, or (except by a sale or disposal in the ordinary course of the Company's business and for the purpose of carrying on the same) any part of the remainder of the charged property.

1.4 The Company will, on being reasonably required to do so by HSBC, and at the cost and expense of the Company;

1.4.1 execute, sign, deliver and do all things necessary (including without limitation, the assignment of all or any of the debts and the transfer of all or any of the securities, to HSBC or its nominee and the giving of any notices and effecting of any registrations) as (and in such form as) HSBC may reasonably require. This is to perfect a legal mortgage, assignment or other fixed security in favour of HSBC of all or such part as shall be specified in such notice of the fixed charge property or otherwise to improve, by the Debenture or to facilitate the exercise of any powers, authorities and

discretions conferred under or in accordance with the Debenture;

- 1.4.2 endorse, or cause to be endorsed, on any documents constituting or evidencing title to the fixed charge property and give to third parties such notices of the security created by the Debenture as HSBC may reasonably require.

Definitions

In the interpretation of paragraph 1 above:

"Debt" shall mean all money and liabilities whatever, wherever and however incurred at any time due from the Company to HSBC.

- 2 A guarantee (the **"Guarantee"**) to be dated no later than 8 weeks after the date of this statutory declaration and made between RLA Group Limited, RLA Media Limited, RLA Northern Ireland Limited, RLA Southern Limited, Triang Marketing Limited, Roland Long Advertising Limited (each a **"Guarantor"** and together the **"Group"**) and HSBC whereby:

2.1 in consideration of HSBC granting time, credit and banking facilities to the Group, the Company and the other members of the Group agree jointly and severally to pay to HSBC (as continuing security for the Debt) on written demand the whole and each and every part of the Debt and to indemnify HSBC against any loss occasioned or arising from any legal limitation, disability or want of capacity or authority of each other Guarantor.

2.2 The Guarantee shall be in addition to, and independent of, any security which HSBC may hold at any time for the Debt.

Definitions

In the interpretation of paragraph 2 above:

"Debt" shall mean:

- (a) all monies and liabilities whatever, wherever and however incurred, whether with or without any Guarantor's knowledge or consent, and whether at any time due from each other Guarantor to HSBC and whether incurred jointly or individually or in any other capacity;
- (b) any amount due under the indemnity contained in the Guarantee; and
- (c) all fees, expenses, legal and administrative and other costs properly incurred or charged by HSBC in, or incidental to, the

preservation of the Guarantee, including the costs of any proceedings in relation to the Guarantee or the Debt.

- 3 An intercreditor deed (the "**Intercreditor**") to be dated no later than 8 weeks after the date of this statutory declaration and made between each member of the Group, HSBC and certain investors in RLA Group Limited (the "**Investors**") under which each of the Investors agrees to subordinate all rights, benefits and claims it has in respect of any financial accommodation between themselves to all obligations owing by any member of the Group to HSBC.

The Directors
RLA Northern Ireland Limited
Burlington House
Old Christchurch Road
Bournemouth
Dorset BH1 2HZ

HLB AV Audit plc
66 Wigmore Street
London W1U 2HQ
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Fax +44 (0)20 7467 4040
www.avaudit.com

27 April 2005

Dear Sirs

REPORT OF THE AUDITORS TO THE DIRECTORS OF RLA NORTHERN IRELAND LIMITED (THE "COMPANY") PURSUANT TO ARTICLE 166(4) OF THE COMPANIES (NORTHERN IRELAND) ORDER 1986

We have examined the Statutory Declaration of the Directors of RLA Northern Ireland Limited in connection with the proposal that the Company should give financial assistance in connection with the purchase by RLA Group Limited of the entire share capital of RLA Media Limited, this company's parent company.

Basis of Opinion

We have enquired into the state of affairs of the Company so far as necessary 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 the attached Statutory Declaration as to any of the matters mentioned in Article 166(2) of the Companies (Northern Ireland) Order 1986 is unreasonable in all the circumstances.

Yours faithfully

HLB AV Audit plc

HLB AV Audit plc

