

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

155(6)b

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

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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04823611

Name of company

* All 3 Media Group Limited

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

* insert full name
of company

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

XWe 0 Julian Delisle Burns of 10 Gayton Road, Hampstead, London NW3 1TX
David Liddiment of 7 Lonsdale Road, London W4 1ND
Stephen Roger Morrison of 34 Hampstead Grove, Hampstead, London NW3 6SR
John Christopher Pfeil of 148 High Street, West Malling, Kent ME19 6NE
Sir Robert Weston Phillis of The Old Vicarage, High Street, Wargrave,
Berkshire RG10 8DH

† delete as appropriate

~~XXXXXXXXXX~~ [all the directors] † of the above company (hereinafter called 'this company') do solemnly and sincerely declare that:

§ delete whichever
is inappropriate

The business of this company is:

- (a) ~~Not a person authorized under section 4 of the Insurance Companies Act, 1906, to do business in the United Kingdom~~
- (b) ~~Not a person authorized under section 4 of the Insurance Companies Act, 1906, to do business in the United Kingdom~~
- (c) something other than the above §

This company is [the] ☒ holding company of* Cactus TV Limited

which is

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

in [this company] [

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

Clifford Chance LLP
10 Upper Bank Street
London
E14 5JJ

149120 Canary Wharf 3

For official Use
General Section

Post room



LD4 *LJS
COMPANIES HOUSE

382
13/10/2006

Please do not
write in this
margin

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

The assistance is to be given to: (note 2) Wrap Acquisitions Limited of 87-91 Newman Street, London
WIT 3EY, All 3 Media Limited of Fifth Floor, 87-91 Newman Street, London W1T 3EY, All 3 Media Group
Limited of Fifth Floor, 87-91 Newman Street, London W1T 3EY, Havana Bidco Limited of 10 Upper Bank
Street, London E14 5JJ and Havana Midco Limited of 10 Upper Bank Street, London E14 5JJ

See Schedule 1

† delete as appropriate

See Schedule 2

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

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~~ 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]

Declared at 10 Upper Bank Street
London E14 5JJ

Declarants to sign below

Day Month Year
on 1 3 0 9 2 0 0 6

before me

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
- 5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
Companies House
37 Castle Terrace
Edinburgh
EH1 2EB

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Schedule 1 to the Statutory Declaration dated **13** September 2006

The financial assistance will take the form of the execution, delivery and performance by All 3 Media Group Limited's subsidiary, Cactus TV Limited (which for the purposes of schedules 1 and 2 to this Form 155(6)b only shall be defined as the "**Company**") of the following documents, as the same shall be amended, supplemented, novated and/or replaced from time to time (together, the "**Documents**");

1. The execution, delivery and performance by the Company of its obligations under:
 - 1.1 an accession letter (the "**Accession Letter to the Senior Facilities Agreement**") to be dated after the date hereof pursuant to which the Company will accede to a facility agreement (the "**Senior Facilities Agreement**") to be entered into between, (among others), Havana Midco Limited as Parent, Havana Bidco Limited as Borrower ("**Bidco**"), The Governor and Company of the Bank of Scotland ("**BoS**") and The Royal Bank of Scotland plc ("**RBS**") as Arrangers and RBS as Agent and Security Trustee (each capitalised term as defined therein) and will guarantee the obligations of Bidco and the other guarantors under the Finance Documents (as defined in the Senior Facilities Agreement);
 - 1.2 an accession letter (the "**Accession Letter to the Mezzanine Facility Agreement**") to be dated after the date hereof pursuant to which the Company will accede to a mezzanine facility agreement (the "**Mezzanine Facility Agreement**") to be entered into between (among others), Havana Midco Limited as Parent, Bidco as Borrower, BoS and RBS as Arrangers and BoS as Mezzanine Agent and RBS as Security Trustee (each capitalised terms as defined therein) and will guarantee the obligations of Bidco and the other guarantors under the Finance Documents (as defined in the Mezzanine Facility Agreement);
 - 1.3 a supplemental deed to be dated after the date hereof between RBS as Security Agent (the "**Security Agent**"), the Target, the Company and certain of the Companies in the Group (as defined therein), (the "**Supplemental Deed**") to a debenture to be entered into between the Security Agent, Havana Midco Limited and Bidco (the "**Debenture**") pursuant to which the Company will give security for the obligations of Bidco and the other guarantors under the Finance Documents (as defined in the Senior Facilities Agreement);
 - 1.4 an accession deed (the "**Accession Deed to the Intercreditor Agreement**") to be dated after the date hereof pursuant to which the Company will accede to an intercreditor agreement to be entered into between Bidco, RBS as Security Trustee and others (the "**Intercreditor Agreement**");
 - 1.5 an intra-group loan agreement (the "**Intra-Group Loan Agreement**") to be dated after the date hereof between, amongst others, the Company and Bidco; and

- 1.6 a letter of support (the "**Letter of Support**") to be dated after the date hereof between, amongst others, Bidco and the Company, (each of those 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 (including, without limitation, the payment of all fees to professionals, third parties and others) in connection with:
- 1.6.1 the acquisition of the shares in All 3 Media Group Limited (the "**Target**") and the financing of that acquisition;
 - 1.6.2 the refinancing of liabilities incurred by All 3 Media Limited in respect of: (i) the purchase by WRAP Acquisitions Limited of The Mersey Television Group Limited (the "**Mersey Acquisition**"); and (ii) the purchase by All 3 Media Limited of, amongst others, Assembly Film & Television Limited, Bentley Productions Limited, All 3 Media (Overseas) Limited, Cactus TV Limited, All 3 Media International Limited, North One Television Limited, Lion Television Limited and Company Television Limited (together the "**Old Acquisitions**");
 - 1.6.3 the refinancing of liabilities incurred by WRAP Acquisitions Limited in respect of the Mersey Acquisition;
 - 1.6.4 the repayment of intercompany indebtedness to All 3 Media Limited by WRAP Acquisitions Limited incurred in relation to the Mersey Acquisition;
 - 1.6.5 the payment of liabilities incurred by All 3 Media Limited in relation to the Old Acquisitions; and
 - 1.6.6 the repayment of indebtedness incurred by WRAP Acquisitions Limited, All 3 Media Limited and Target to refinance the liabilities incurred to fund the Mersey Acquisition and the Old Acquisitions.

Schedule 2 to the Statutory Declaration dated 13 September 2006

1. By executing the Accession Letter to the Senior Facilities Agreement the Company:
 - 1.1 guarantees to each Finance Party (as defined therein) punctual performance by each other Obligor of all that Obligor's obligations under the Finance Documents (as defined therein);
 - 1.2 undertakes with each Finance Party that whenever another Obligor does not pay any amount when due under or in connection with any Finance Document, the Company shall immediately on demand pay that amount as if it was the principal obligor;
 - 1.3 indemnifies each Finance Party immediately on demand against any cost, loss or liability suffered by that Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which that Finance Party would otherwise have been entitled to recover; and
 - 1.4 gives various other indemnities in favour of the Finance Parties.
2. By executing the Accession Letter to the Mezzanine Facility Agreement the Company:
 - 2.1 guarantees to each Finance Party (as defined therein) punctual performance by each other Obligor of all that Obligor's obligations under the Finance Documents (as defined therein);
 - 2.2 undertakes with each Finance Party (as defined therein) that whenever another Obligor does not pay any amount when due under or in connection with any Finance Document, the Company shall immediately on demand pay that amount as if it was the principal obligor;
 - 2.3 indemnifies each Finance Party (as defined therein) immediately on demand against any cost, loss or liability suffered by that Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which that Finance Party would otherwise have been entitled to recover; and
 - 2.4 gives various other indemnities in favour of the Finance Parties.
3. By executing the Supplemental Deed, the Company:
 - 3.1 covenants to pay or discharge on demand all present and future obligations and other liabilities of any nature of any member of the Group (as defined therein), owing or incurred under any Finance Document (or any of them) to the Security Trustee and/or any Receiver (each capitalised term as defined therein) (including, without limitation, under any amendments, supplements or restatements of any of the Finance Documents however fundamental or in relation to any new or increased advances or utilisations),

actual or contingent, matured or not matured, liquidated or unliquidated, whether incurred solely or jointly and/or severally or in any other capacity whatsoever and whether as principal or surety, in any currency or currencies, including all interest accruing thereon, after as well as before judgement, and all costs, charges and expenses incurred in connection therewith (the "**Secured Liabilities**") in the manner provided for in the Finance Documents;

3.2 with full title guarantee charges in favour of the Security Trustee and as security for the payment and satisfaction of all the Secured Liabilities:

3.2.1 by way of first legal mortgage any property specified in Schedule 2 (Details of Scheduled Property) of the Debenture and all other freehold and leasehold property in England or Wales and all other Related Property Rights (as defined in the Debenture);

3.2.2 by way of a first fixed charge each of the following:

- (a) all estates or interest now or subsequently belonging to it, to the extent that they are not the subject of a mortgage as described in paragraph 2.2.1 above;
- (b) its interest in the investments described in Schedule 4 (Details of the Scheduled Investments) of the Debenture and all Investments now or subsequently owned by it or held by any nominee on its behalf;
- (c) all of its rights in respect of any amounts standing to the credit of any account (including any account contemplated by the Senior Facilities Agreement or the Debenture) it has with any person and the debt represented by such credit balances;
- (d) all of its book and other debts which it may have now or subsequently;
- (e) all amounts now or subsequently standing to the credit of any account which the Company has with any bank or financial institution with which the Company maintains a bank account;
- (f) all rights in respect of intellectual property now or subsequently belonging to it including the intellectual property described in Schedule 3 (Details of the Scheduled Intellectual Property) of the Debenture;
- (g) all benefits, rights and interest of the Company under or in respect of any present or future contract or policy of insurance and any claim or return of premium or proceeds paid or payable in relation thereto;
- (h) all plant, machinery, equipment, goods and other personal chattels (including all spare parts, replacements, modifications and additions) now or subsequently belonging to it;

- (i) all its rights (including, without limitation, the right to receive any compensation) nor or subsequently of the Company in respect of:
 - (i) the documents specified in Schedule 8 (Details of Relevant Documents) of the Debenture and any other agreement to which it is a party;
 - (ii) any warranty, bond, guarantee or letter of credit issued in its favour;
 - (iii) any bill of exchange or any other negotiable instrument held by it,

(to the extent that the same are not otherwise subject to an effective fixed charge pursuant to the Debenture).
- (j) its goodwill;
- (k) the benefit of any authorisation licence or consent (statutory or otherwise) held in connection with its use of any assets from time to time the subject of any Security created by the Debenture;
- (l) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in sub-clause (k) above; and
- (m) all its uncalled capital;

3.2.3 assigns absolutely to the Security Trustee (subject to a proviso for re-assignment on redemption), all rights and interest present or future:

- (a) under any of the Relevant Documents to which it is a party; and
- (b) the assets from time to time the subject of any Security created or purported to be created by the Debenture and, where the context permits, the proceeds of sale of such assets;

3.2.4 charges by way of first floating charge all its undertakings and all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment as described in this paragraph 2,

(where for the purpose of this Schedule "**Obligor**", "**Investments**", "**Charged Asset**" and "**Relevant Documents**" have the meaning given to them in the Debenture); and

3.3 covenants that, except as expressly allowed in the Senior Facilities Agreement (or if after the Senior Discharge Date) the Mezzanine Facility Agreement, it must not create or permit to subsist any Security on any Charged Assets (each as defined in the Debenture) or unless required to do so by law sell, transfer, assign, licence, lease or otherwise dispose of any Charged Asset.

4. The Debenture contains a covenant for further assurances and the obligations of the Company under the Debenture will not be affected by any act, omission or thing which would otherwise reduce, release or prejudice any of its obligations under the Debenture (whether or not known to it or the Security Trustee).
5. By executing the Intra-Group Loan Agreement, the Company will agree to, amongst other things, make a loan available:
 - 5.1 to Bidco to enable Bidco to, amongst other things: (i) repay borrowings by it under the Senior Facilities Agreement and the Mezzanine Facility Agreement; and (ii) to reduce liabilities incurred by it for the purpose of the acquisition of the Target;
 - 5.2 to Target, All 3 Media Limited and WRAP Acquisitions Limited to, amongst other things, pay and repay liabilities incurred in relation to the Old Acquisition and the refinancing of the Old Acquisitions; and
 - 5.3 continue to provide or enter into cash pooling arrangements with Bidco, Target, All 3 Media Limited and certain other members of the Group (as defined therein).
6. By executing the Letter of Support, Bidco will use its reasonable endeavours to assist the Company in meeting its working capital requirements should the Company have any working capital shortfalls.
7. By executing the Accession Deed to the Intercreditor Agreement, the Company will agree, amongst other things, to:
 - 7.1.1 subordinate its right to repayment of monies due from Bidco to it in certain circumstances and to the ranking of priority between certain creditors of Bidco and the Company and their subsidiaries; and
 - 7.1.2 indemnify the Senior Creditors, Mezzanine Creditors and the Investors (each as defined therein) for certain costs, claims, expenses and liabilities under the Intercreditor Agreement.
8. The Company may agree to pay fees incurred in connection with the acquisition of Target.

The Directors
All 3 Media Group Limited
Fifth Floor
87-91 Newman Street
London
W1T 3EY

13 September 2006

Dear Sirs

Auditors' report to the directors of All 3 Media Group Limited pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors of All 3Media Group Limited (the "Company") dated 13 September 2006 in connection with the proposal that the Company's subsidiary undertaking, Cactus TV Limited, should give financial assistance for the purchase of the shares of the Company. This report, including the opinion, has been prepared for and only for the Company and the Company's directors in accordance with Section 156 of the Companies Act 1985 and for no other purpose. We do not, in giving the opinion set out below, accept or assume responsibility for any other purpose or to any other person to whom this report is shown or into whose hands it may come save where expressly agreed by our prior consent in writing.

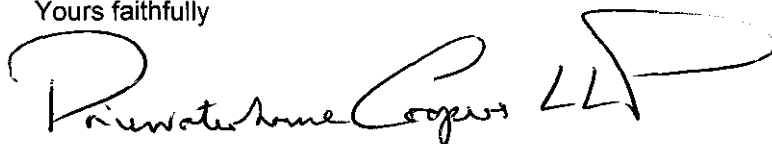
Basis of opinion

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

Opinion

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully



PricewaterhouseCoopers LLP
Chartered Accountants and Registered Auditors