

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

395

Please do not write in this margin

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

221197

Name of company

* LOMBARD STREET NOMINEES LIMITED (the "Company")

* insert full name of company

Date of creation of the charge

22nd April, 1994

Description of the instrument (if any) creating or evidencing the charge (note 2)

A Charge (the "Charge") dated 22nd April, 1994 given by the Company and Barclays Nominees (Branches) Limited ("Barclays") in favour of Barclays de Zoete Wedd Limited (the "Trustee") acting as agent and trustee on behalf of the Senior Lenders, the MTN Lenders and the Junior Lender.

Amount secured by the charge

All monies and liabilities, whether certain or contingent, which on 22nd April, 1994 or thereafter may be or become due or owing by TOG Limited ("TOG") to the Trustee, the Senior Lenders, the MTN Lenders or the Junior Lender or any of them under or pursuant to the Senior Facility Agreement, the MTN Facility Agreement, the Guarantee or the News Debt Assumption and Subscription Agreement (the "Obligations").

Definitions

In this Form 395:

"Guarantee" means the guarantee dated 29th June, 1992 given by the Guarantors in favour of the Trustee;

"Guarantors" means Tog, MRG, R.S. McColl (UK) Limited, Lewis Meeson Limited, Bracklands Limited and Leavelle Limited.

Names and addresses of the chargees or persons entitled to the charge

cont/...

Barclays de Zoete Wedd Limited (acting as agent on behalf of the Senior Lenders, the MTN Lenders and the Junior Lender)

Ebbgate House, 2 Swan Lane, London

Postcode

EC4R 3TS

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

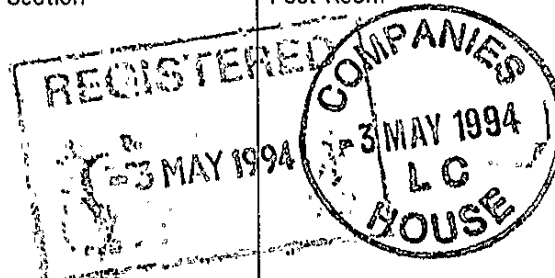
Clifford Chance
200 Aldersgate Street
London EC1A 4JJ

CXPK/B0832/05213/VLL

Time critical reference

For Official Use
Mortgage Section

Post Room



The Company and Barclays as beneficial owners has charged (to the intent that the security so constituted shall be a continuing security in favour of the Trustee on behalf of the Senior Lenders, the MTN Lenders and the Junior Lender, extending to all beneficial interests of the Company and Barclays in the assets charged under the Charge and to any proceeds of sale or other realisation thereof or any part thereof) with the payment and discharge of the Obligations, until discharged by the Trustee on behalf of the Senior Lenders, the MTN Lenders and the Junior Lender, all the following stocks, shares and other securities, rights, monies and other property (collectively the "Charged Property") namely:

- (a) all stocks, shares and other securities listed in the Schedule to the Charge being 1 "A" share of £1 each in Tog held by the Company and 1 "A" share of £1 each and 10,000 "B" of 1p each in Tog held by Barclays;
- (b) all stocks, shares or other securities, rights, monies or other property accruing, offered or issued at any time by way of bonus, redemption, exchange, purchase, substitution, conversion, preference, option or otherwise in respect of any stocks, shares or other securities referred to in sub-clause (a) above or in respect of any stocks, shares or other securities, rights, monies or other property previously accruing, offered or issued as mentioned in this sub-clause (b); and

cont/...

Particulars as to commission allowance or discount (note 3)

NIL

Signed Clifford Chance

Date 29/4/94

On behalf of ~~company~~ ~~chargee~~†

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
 for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ

**Particulars of a mortgage or charge
(continued)**

Please do not
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Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company number

Name of company

LOMBARD STREET NOMINEES LIMITED

Limited*

*delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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22/1/97

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"Junior Lender" means News International plc;

"MTN" means Martin the Newsagent Limited;

"MRG" means Martin Retail Group PLC;

"MTN Facility Agreement" means the loan facility agreement dated 30th April, 1990 (as amended, novated, restated or supplemented from time to time) made between the Trustee, the MTN Lenders, the Overdraft Lender and MTN;

"MTN Lenders" means Midland Bank plc, State Bank of New South Wales Limited, Farallon Capital Management Inc, Westpac Banking Corporation, Canadian Imperial Bank of Commerce, Barclays de Zoete Wedd Limited and Barclays Bank PLC;

"News Debt Assumption and Subscription Agreement" means a debt assumption and subscription agreement (as amended and novated from time to time) dated 29th June, 1992 made between the Junior Lender, MTN and Tog;

"Overdraft Lender" means Barclays Bank PLC;

"Senior Facility Agreement" means a loan facility agreement (as amended, novated, restated or supplemented from time to time) dated 29th June, 1992 made between the Trustee, the Senior Lenders and Tog; and

"Senior Lenders" means Midland Bank plc, State Bank of New South Wales Limited, Farallon Capital Management Inc, Westpac Banking Corporation, Canadian Imperial Bank of Commerce, Barclays de Zoete Wedd Limited and Barclays Bank PLC.

- 22 LHM 1
- (c) all dividends, interest and other income at any time after 22nd April, 1994 deriving from any stocks, shares or other securities, rights, monies or other property for the time being falling within sub-clauses (a) or (b) above or deriving from any investment of any such dividends, interest or other income.

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bold black lettering

Undertaking for further assurance

- (a) The Company and Barclays has undertaken that, forthwith upon notice to that effect by the Trustee, it will execute and sign, or procure the execution and signing, in favour of the Trustee or its nominees and to deliver to the Trustee on behalf of the Senior Lenders, the MTN Lenders and the Junior Lender all such transfers (or, if the Trustee shall so require, partially completed instruments of transfer with the name of the transferee, date and consideration left blank) and assignments, and make, or procure the making of, all such payments, as the Trustee may specify in such notice for the purpose of perfecting the title of the Trustee to all or any part of the Charged Property or for enabling the Trustee (as it shall be entitled at any time to do) to vest the same in the Trustee or its nominees or any purchaser.
- (b) The Company and Barclays has further undertaken forthwith upon notice to that effect by the Trustee to execute (and procure all other, if any, necessary parties to execute) in favour of the Trustee or its nominees and to deliver to the Trustee such legal or other mortgages of the Charged Property or any part thereof for the purpose of securing or further securing the Obligations and all other monies and liabilities secured under the Charge, and being in such form as the Trustee shall require.

Negative Pledge

By Clause 7 of the Charge the Company and Barclays has undertaken with the Trustee on behalf of the Senior Lenders, the MTN Lenders and the Junior Lender that at no time during the subsistence of the security constituted under the Charge will the Company and Barclays, otherwise than with the prior written consent of the Trustee, create, grant, extend or permit to subsist any mortgage or other fixed security or any floating charge on or over the Charged Property or any part thereof. The foregoing prohibition shall apply not only to mortgages, other fixed securities and floating charges which rank or purport to rank in point of security and priority to the security constituted under the Charge but also to any mortgages, securities or floating charges which rank or purport to rank *pari passu* therewith or thereafter.

CXPK03\$4.17



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 00221197

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE DATED THE 22nd APRIL 1994 AND CREATED BY LOMBARD STREET NOMINEES LIMITED FOR SECURING ALL MONIES AND LIABILITIES DUE OR TO BECOME DUE FROM TOG LIMITED TO BARCLAYS DE ZOETE WEDD LIMITED, AS AGENT ON BEHALF OF THE SENIOR LENDERS, THE MTN LENDERS AND THE JUNIOR LENDER, THE SENIOR LENDERS, THE MTN LENDERS OR THE JUNIOR LENDER (ALL AS DEFINED) OR ANY OF THEM UNDER OR PURSUANT TO THE SENIOR FACILITY AGREEMENT, THE MTN FACILITY AGREEMENT, THE GUARANTEE OR THE NEWS DEBT ASSUMPTION AND SUBSCRIPTION AGREEMENT (THE "OBLIGATIONS"), ALL DATED 29th JUNE 1992 AND AS DEFINED WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 3rd MAY 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th MAY 1994.


M. IKRAM DAR.

for the Registrar of Companies

