

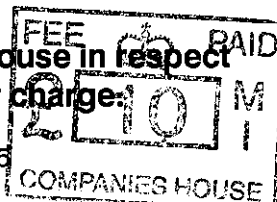
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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.



Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

030357
Company number

30

00451593

Name of company

* Telegraph Group Limited (the "Charging Company")

Date of creation of the charge

23rd December, 2002

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

Debenture creating fixed and floating charges dated 23rd December 2002, between the Charging Company, the Companies listed in Schedule 4 to this form 395 and Wachovia Bank, N.A as security trustee (the "Debenture").

Amount secured by the mortgage or charge

See Schedule 2 to this Form 395.

See Schedule 1 to this Form 395 for definitions.

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

Wachovia Bank, N.A. as Security Trustee, One Wachovia Center, 301 South College Street, Charlotte, North Carolina, 282880604

Postcode

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

Shearman & Sterling
Broadgate West
9 Appold Street
London
EC2A 2AP

296923.1

Time critical reference

For official Use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

See Part 1 of Schedule 3 to this Form 395.

Part 2 of Schedule 3 to this Form 395 contains covenants by and restrictions on the Charging Company which protect and further define the Charges and which must be read as part of the Charges.

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Shearman & Sterling

Date

08 January 2003

On behalf of [company] [mortgagee/chargee] †

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

SCHEDULE 1

"Administrative Agent" means Wachovia Bank in its capacity as administrative agent and security trustee for the Lenders under the Amended and Restated Credit Agreement, any sub-agents which Wachovia Bank may appoint from time to time under any Facility and any successor thereto in such capacity.

"Affiliate" has the meaning given to it in the Amended and Restated Credit Agreement.

"Amended and Restated Credit Agreement" is the fifth amended and restated credit agreement dated 23rd December, 2002 between inter alios Hollinger International Publishing Inc., Telegraph Group Limited, First DT Holdings Limited, the entities party thereto as Lenders, Wachovia Bank, N.A. as Issuing Bank, Administrative Agent and Security Trustee and Wachovia Securities, Inc. as Sole Lead Arranger (as amended, supplemented and/or restated from time to time).

"Bank Balances" means the amounts now or subsequently standing to the credit of any account which the Charging Company has, or has an interest in, with any person (including the Charged Accounts) and the debts represented thereby.

"Charged Accounts" means any Collection Account and any other account maintained by the Charging Company.

"Closing Accounts" means the accounts detailed in Part 1 of Schedule 7 of the Debenture.

"Collection Account(s)" means the accounts detailed in Part 2 of Schedule 7 of the Debenture and any other bank account maintained by the Charging Company which has been notified to the Security Trustee by the Charging Company as being an account into which the proceeds of the getting in or realisation of its Debts are to be paid and, save where the account is maintained with the Security Trustee, in respect of which a Notice has been given pursuant to Clause 4.3(a) of the Debenture.

"Debts" means all present and future book and other debts and other monies due, owing, payable or incurred to the Charging Company (other than Bank Balances) and the benefit of any guarantees, indemnities or other assurances against financial loss affecting any of the same and the benefit of any present or future insurance policies and all proceeds thereof and all things in action which may give rise to any debt, revenue or claim and any other rights relating thereto.

"Event of Default" has the meaning given to that term in the Amended and Restated Credit Agreement.

"Facility" has the meaning given in the Amended and Restated Credit Agreement.

"Hedging Agreement" means any interest rate, currency or commodity swap agreement, interest rate cap agreement, interest rate collar agreement, or other agreement or arrangement designed to protect a Person against fluctuations in interest rates, currency exchange rates or commodity prices.

"Intellectual Property" means all patents (including applications, improvements, prolongations, extensions and rights to apply therefor), designs (whether registered or unregistered), copyrights, design rights, trade marks and service marks (whether registered or unregistered), utility models, trade and business names, knowhow formulae, inventions, confidential information, trade secrets and computer software programs and systems (including the benefit of any licences or consents relating to any of the above) and all fees, royalties or other rights derived therefrom or incidental thereto in any part of the world.

"Issuing Bank" means Wachovia Bank in its capacity as issuer of Letters of Credit.

"Lender" and "Lenders" together with their respective successors and assigns has the meaning given to each in the Amended and Restated Credit Agreement.

"Letter of Credit" means a standby letter of credit having terms and provisions which are permitted by the Amended and Restated Credit Agreement and which otherwise are reasonably satisfactory to the Issuing Bank.

"Lien" has the meaning given to that term in the Amended and Restated Credit Agreement.

"Loan Documents" has the meaning given to that term in the Amended and Restated Credit Agreement and "Loan Document" shall be construed accordingly.

"Notice" means a notice in the form set out in Part 1 of Schedule 6 (except in the case of a notice relating to an insurance policy where the notice is in the form set out in Part 2 of Schedule 6 of the Debenture).

"Original U.K. Security Documents" means all debentures, deeds of charge and memoranda of deposit and other security documents entered into at any time prior to the date hereof by the Charging Company (and/or any other U.K. Subsidiary or Telegraph Australian Holdings Limited) which have been assigned or agreed to be assigned in favour of the Security Trustee.

"Permitted Liens" means those Liens permitted pursuant to Section 10.8 of the Amended and Restated Credit Agreement.

"Person" means any natural person, corporation, partnership, limited liability company, trust, association, governmental authority or unit, or any other entity, whether acting in an individual, fiduciary or other capacity.

"Publishings" means Hollinger International Publishing Inc., a Delaware corporation.

"Qualified Hedge Counterparty" means any Person which, at the time the applicable Hedging Agreement was entered into, was Wachovia Bank, a Lender or an Affiliate of a Lender.

"Receiver" means any receiver or receiver and manager or administrative receiver appointed by the Security Trustee over all or any of the Security Assets pursuant to the Debenture whether alone or jointly with any other person and includes any substitute for any of them appointed from time to time.

"Relevant Documents" means those documents listed in Schedule 6 of this Form 395.

"Relevant Documents Security Assets" means the Security Assets pledged or assigned pursuant to Clause 3.1(c) of the Debenture.

"Restricted Subsidiary" has the meaning given to it in the Amended and Restated Credit Agreement.

"Scheduled Intellectual Property" means the Intellectual Property described in Schedule 4 of the Debenture.

"Secured Parties" means the Lenders, the Issuing Bank, the Administrative Agent and each Qualified Hedge Counterparty.

"Securities" means the Security Assets charged pursuant to Clause 3.1(b) of the Debenture.

"Securities/Relevant Documents Security Assets" means the Securities and the Relevant Documents Security Assets.

"Security Assets" means all the undertaking and the assets, rights and property of the Companies which are the subject of any security created or purported to be created by the Debenture and includes any part of or any interest in them.

"Subordination Agreements" has the meaning given to it in the Amended and Restated Credit Agreement.

"Subsidiaries" has the meaning given to that term in the Amended and Restated Credit Agreement.

"U.K. Guarantee" has the meaning given to it in recital B of the Debenture.

"U.K. Subsidiary" means each Restricted Subsidiary incorporated under the laws of England and Wales.

"Wachovia Bank" means Wachovia Bank, N.A in its capacity as administrative agent, issuing bank and security trustee for the Lenders

SCHEDULE 2

Amount Secured by the Mortgage or Charge

Means all obligations (monetary or otherwise) of the Charging Company howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due, whether or not such obligations were originally owed to any of the Secured Parties and/or any Receiver, which arise out of or in connection with the U.K. Guarantee, the Amended and Restated Credit Agreement, the Debenture, any other Loan Document or any other document or instrument executed in connection herewith or therewith (including any Hedging Agreement (as defined in the Amended and Restated Credit Agreement) entered into with any Person who at the time such Hedging Agreement is entered into is a Lender or an affiliate thereof), including all interest accruing thereon calculated in accordance with Clause 2.1 of the Debenture after, as well as before judgment and costs, charges and expenses incurred in connection therewith together the "Secured Liabilities".

SCHEDULE 3

Part 1

Short Particulars of the Property Mortgaged or Charged

1. CHARGE

1.1 The Charging Company (but subject always to Clause 3.5 of the Debenture) with full title guarantee (subject to the Original U.K. Security Documents) and as a continuing security for the payment and discharge of the Secured Liabilities, in favour of the Security Trustee (for the benefit of itself and the other Secured Parties) hereby:

- (a) charged by way of fixed charge:
 - (i) all the right, title and interest of the Charging Company to and in all plant and machinery now or at any time hereafter vested in or held by or on behalf of the Charging Company and all related spare parts, fuels, equipment and tools but excluding any plant and machinery for the time being forming part of the Charging Company's stock in trade or work in progress;
 - (ii) all of the Charging Company's Scheduled Intellectual Property and all other Intellectual Property or similar rights now or hereafter belonging to the Charging Company;
 - (iii) (to the extent that the same are not otherwise subject to an effective fixed charge pursuant to Clause 3.1(a)) of the Debenture, the benefit of all licences of, and all agreements entered into or the benefits of which are enjoyed by the Charging Company relating to the use or exploitation of Intellectual Property which have been or are hereafter granted either by or to it;
 - (iv) all present and future goodwill and uncalled capital for the time being of the Charging Company;
 - (v) to the extent the same are not otherwise subject to an effective assignment pursuant to Clause 3.1(c) of the Debenture, all bills of exchange, promissory notes and negotiable instruments of any description now or at any time hereafter beneficially owned by the Charging Company and all products and proceeds thereof and the Charging Company pledges all of the Security Assets referred to in this paragraph (v) to the extent the same were capable of being pledged;
 - (vi) to the extent that the same are not otherwise subject to an effective assignment pursuant to Clause 3.1(c) of the Debenture or an effective fixed charge or pledge pursuant to Clause 3.1(a) of the Debenture, all the right, title and interest of the Charging Company to and in the Debts and the benefit of all rights, security and guarantees of any nature whatsoever now or at any time enjoyed or held by the Charging Company relating thereto;
 - (vii) any deposits, margins, commissions or other rights of the Charging Company to any commodities and any contract or option relating thereto (whether present or future) and any guarantee or security relating thereto whether held by or placed or contracted with the Security Trustee or any other person from time to time;

- (viii) all loan capital, indebtedness or liabilities both present and future on any account or in any manner owing to the Charging Company from any company which now is or may in the future become a Subsidiary of the Charging Company;
 - (ix) (to the extent that the same are not otherwise subject to an effective fixed charge pursuant to Clause 3.1(a)) of the Debenture, all benefits, rights, title and interest now or hereafter of the Charging Company under or in respect of any present or future contracts and/or policies of insurance or to or in, or to or in the proceeds of, any claim under any policy of insurance including, without limitation, all monies received by it as described in Clause 14.2 of the Debenture;
 - (x) all of its Bank Balances and all its rights, benefits and interests in any other Bank Balances;
 - (xi) all amounts standing to the credit of the Closing Accounts; and
 - (xii) all amounts realised by an administrator or liquidator of the Charging Company upon the enforcement or execution of any order of the Court under Part IV of the Insolvency Act 1986.
- (b) charged by way of fixed charge (subject to Clause 3.5 of the Debenture):
- (i) all of the shares described in Schedule 5 to this Form 395 listed opposite the Charging Company's name and any other shares which the Charging Company may acquire from time to time in a U.K. Subsidiary, all of the certificates, warrants, coupons, talons and/or instruments representing such shares and all cash, securities, dividends, rights and other property at any time and from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares;
 - (ii) all other property delivered to the Security Trustee after the date of the Debenture in substitution of or in addition to any of the foregoing, all certificates, warrants, coupons, talons and instruments representing or evidencing such property, and all cash, securities, interest, dividends, rights and other property at any time and from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all thereof; and
 - (iii) all products and proceeds of all its foregoing.
- (c) assigned absolutely (subject to the right to reassignment on redemption):
- (i) all rights and interest present or future of the Charging Company in respect of the Relevant Documents listed in Schedule 6 to this Form 395 together with the benefit of all its rights, claims and remedies in respect of those Security Assets; and
 - (ii) all products and proceeds of all of the foregoing.
- 1.2 The Charging Company, with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities, charged in favour of the Security Trustee (for the benefit of itself and the other Secured Parties) by way of floating charge all the undertaking and all the assets, rights and income of the Charging Company both present and future not otherwise effectively charged, pledged or assigned under Clause 3.1 of the Debenture.

- 1.3 Subject to the Original U.K. Security Documents and to any prior ranking charges created in favour of the Security Trustee to secure the Secured Liabilities, the security interests created by Clause 3.1(a) of the Debenture shall constitute first ranking security interests.
- 1.4 For the avoidance of doubt, any shares held by the Charging Company in each of Trafford Park Printers Limited and Paper Purchase & Management Limited are not subject to any of the security interests created by the Debenture for so long as this would be in breach of the Articles of Association of these companies or any other document, agreement or instrument currently binding upon, such companies or the Charging Company and their assets.

Part 2

1. RESTRICTIONS ON DEALING AND RIGHTS ATTACHING TO THE SECURITY ASSETS

- 1.1 The Charging Company represented, warranted and undertook to the Security Trustee that save with the prior written consent of the Security Trustee and save as expressly permitted under the Debenture, it had not sold or agreed to sell or otherwise disposed of or agreed to dispose of and would not at any time during the subsistence of the Debenture sell, assign, part with, transfer, lease, licence or otherwise dispose of the benefit of all or any of the Charging Company's right, title and interest in and to the Security Assets or any material part of them (save as permitted by the Amended and Restated Credit Agreement and until such time as the floating charge created by Clause 3.2 of the Debenture had crystallised pursuant to Clause 5 of the Debenture or by operation of law) and would not agree to or grant any option in respect of any of the foregoing.
- 1.2 Save as permitted by the Amended and Restated Credit Agreement and the Subordination Agreements the Charging Company shall not release, sell, transfer, assign, factor, discount or otherwise deal in any way with any of the Debts or vary or agree to any variation in their terms except as required by Clause 4.2 or Clause 4.3 of the Debenture.
- 1.3 Save as provided in Clause 4.3 of the Debenture, the Charging Company shall not release, sell, transfer, assign, factor, discount or otherwise deal in any way with any of the Bank Balances in a manner which is prohibited by the Amended and Restated Credit Agreement.

2. CONVERSION OF FLOATING CHARGE BY NOTICE

The Security Trustee may at any time by notice in writing to the Charging Company convert the floating charge referred to in Clause 3.2 of the Debenture into a fixed charge as regards any of the Security Assets specified in the notice which the Security Trustee shall reasonably consider to be in danger of being seized or sold under any form of distress, attachment, execution, diligence or other process levied or threatened or to be otherwise in jeopardy and at any time following the occurrence of an Event of Default.

3. AUTOMATIC CONVERSION OF FLOATING CHARGE

The floating charge created by the Debenture shall automatically and without notice be converted into a fixed charge in respect of any Security Assets subject to it:

- (a) which shall become subject to a Lien other than a Permitted Lien or to a disposition contrary to the provisions of Clause 4.1 of the Debenture; or
- (b) if and when any person levies or notifies the Charging Company that it intends to levy any distress, execution, sequestration or other process against those Security Assets (save where the same are vexatious or frivolous); or
- (c) if and when the Charging Company shall cease to carry on business or to be a going concern; or
- (d) if an Event of Default has occurred and is continuing; or
- (e) if any of the Secured Liabilities become due and outstanding prior to their stated maturity.

4. **REPRESENTATIONS, WARRANTIES AND COVENANTS BY THE CHARGING COMPANY**

4.1 So long as any of the Secured Liabilities shall be outstanding or any commitment shall exist on the part of the Security Trustee or any Secured Party with respect to the creation of any Secured Liabilities, the Charging Company (i) shall not (except as otherwise permitted pursuant to the Amended and Restated Credit Agreement), without the express prior written consent of the Security Trustee, (x) sell, assign, exchange, charge or otherwise transfer, encumber, or grant any option, warrant or other right to purchase the Securities/Relevant Documents Security Assets or (y) otherwise diminish or impair any of its rights in, to or under any of the Securities/Relevant Documents Security Assets; (ii) (subject to Clause 3.4 and the proviso to Clause 4.4 of the Debenture) shall execute such documents and make such endorsements (and pay the costs of filing and recording or re-filing and re-recording the same in all public offices reasonably deemed necessary or appropriate by the Security Trustee) and do such other acts and things, all as the Security Trustee may from time to time reasonably request, to establish and maintain a valid, perfected security interest in the Securities/Relevant Documents Security Assets (free of all other liens, claims and rights of third parties whatsoever other than pursuant to the Original U.K. Security Documents) to secure the performance and payment of the Secured Liabilities; and (iii) will furnish the Security Trustee or any Secured Party such information concerning the Securities/Relevant Documents Security Assets as the Security Trustee or such Secured Party may from time to time reasonably request, and will permit the Security Trustee or any Secured Party or any designee of the Security Trustee or any Secured Party, from time to time at reasonable times and on reasonable notice, to inspect, audit and make copies of and extracts from all records and all other papers in the possession of the Charging Company which pertain to the Securities/Relevant Documents Security Assets set forth in Section 10.2 of the Amended and Restated Credit Agreement, and will, upon request of the Security Trustee at any time when an Event of Default has occurred and is continuing, deliver to the Security Trustee all of such records and papers.

4.2 Save with the prior written consent of the Security Trustee, the Charging Company made the following covenants with the Security Trustee:

(a) **Relevant Documents:** The Charging Company:

(i) shall comply with and perform all its obligations under and the conditions on its part to be fulfilled and contained in the Relevant Documents where failure to so comply would cause an Event of Default or unmatured Event of Default and shall not agree to any amendment or variation to, and shall not terminate, any of the Relevant Documents, save as permitted by the Amended and Restated Credit Agreement and the Subordination Agreements; and

(ii) undertook not to amend or vary any Notice or give any instructions contrary or inconsistent thereto or to the provisions of the Debenture;

(b) **The Intellectual Property:** not grant any exclusive registered user agreement or exclusive licence in respect of its Intellectual Property or make any other disposition not permitted by the Amended and Restated Credit Agreement and the Debenture; and

(c) **Leases:** in relation to any lease or rental agreement to which the Security Assets may be subject for the time being, to observe and perform the covenants on the part of the lessor or, as the case may be, lessee therein and to enforce the performance and observance of the lessee's or, as the case may be, the lessor's covenants and conditions contained therein and, as lessor, diligently and effectively to manage the premises thereby demised.

5. **POWERS OF LEASING**

At any time after the occurrence of any Event of Default, the Charging Company shall neither exercise the powers of leasing or accepting surrenders of leases conferred upon a mortgagor in possession by Sections 99 and 100 of the LPA nor any other powers of leasing, surrendering or accepting surrenders of leases vested in the Charging Company nor shall the Charging Company confer on any person any contractual licence to occupy or any other right or interest in any of its properties or premises or grant any licence or consent to assign, underlet or part with possession or occupation of the whole or any part of them without the prior written consent of the Security Trustee and in granting its consent the Security Trustee shall be entitled to require that an order be obtained under Section 38(4) of the Landlord and Tenant Act 1954 excluding the security of tenure provisions of that Act as a pre-condition to the granting of any lease.

6. **DISCHARGE OF SECURITY**

The security constituted by the Debenture shall be continuing and shall not be considered as satisfied or discharged by any intermediate payment or settlement of the whole or any part of the Secured Liabilities and shall be binding until the first date on which all the Secured Liabilities have been discharged in full to the satisfaction of the Security Trustee and the Security Trustee has ceased to have any obligations whether actual or contingent to make any credit or accommodation available to any person under the Amended and Restated Credit Agreement or otherwise (the "Discharge Date").

SCHEDULE 4**The Companies**

Name	Company Number	Address
Hollinger International Publishing Inc.	N/A	10 Toronto Street Toronto Ontario M5C2B7
First DT Holdings Limited	02629934	1 Canada Square Canary Wharf London E14 5DT
Second DT Holdings Limited	04173300	1 Canada Square Canary Wharf London E14 5DT
Telegraph Group Limited	00451593	1 Canada Square Canary Wharf London E14 5DT
Deedtask Limited	02664831	1 Canada Square Canary Wharf London E14 5DT
Creditscheme Limited	02815010	1 Canada Square Canary Wharf London E14 5DT
Hollinger UK Holdings Limited	03877601	1 Canada Square Canary Wharf London E14 5DT
DT Holdings Limited	02621255	1 Canada Square Canary Wharf London E14 5DT
LHAT Corporation	N/A	401 North Wabash Avenue Chicago, Illinois 60611

SCHEDULE 5

Description of Shares

Company	Issuer	Number and Class of Shares	Certificate No.	%	Total Outstanding
Hollinger International Publishing Inc.	Hollinger UK Holdings Limited	587,002 Ordinary Shares	3	100%	587,002 Ordinary Shares
Hollinger UK Holdings Limited	DT Holdings Limited	189,603,459 Ordinary Shares	11 and 12	100%	189,603,459 Ordinary Shares
		72,374,599 Deferred Ordinary Shares	9 and 10	100%	72,374,599 Deferred Ordinary Shares
DT Holdings Limited	First DT Holdings Limited	131,907,609 Ordinary Shares	1, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14	100%	131,907,609 Ordinary Shares
		165,000,000 Second Preference Shares	4	100%	165,000,000 Second Preference Shares
		Share Warrant No. 1 in respect of 23,801,420 Third Preference Shares	N/A	100%	23,801,420 Third Preference Shares
DT Holdings Limited	Telegraph Group Limited	21,900,000 "A" Ordinary Shares	5	21.11%	103,782,513 "A" Ordinary Shares
First DT Holdings Limited	Second DT Holdings Limited	589,536,643 Ordinary Shares	1, 2 and 3	100%	589,536,643 Ordinary Shares
First DT Holdings Limited	HTNM Ventures Limited	20,499 Ordinary Shares	1 and 2	100%	20,499 Ordinary Shares
First DT Holdings Limited	Telegraph Group Limited	5,000,000 Cumulative Redeemable Preference Shares	2	100%	5,000,000 Cumulative Redeemable Preference Shares
Second DT Holdings Limited	Telegraph Group Limited	81,882,513 "A" Ordinary Shares	6	78.89%	103,782,513 "A" Ordinary Shares
		43,692,141 "B" Ordinary Shares	3	100%	43,692,141 "B" Ordinary Shares
Telegraph Group Limited	Deedtask Limited	176,843,059 Ordinary Shares	6,7 and 8	100%	176,843,059 Ordinary Shares
Deedtask Limited	Creditscheme Limited	67,500,002 Ordinary Shares	5	100%	67,500,002 Ordinary Shares
Telegraph Group Limited	The Spectator (1828) Limited	1,403,968 Ordinary Shares	96/7	100%	1,403,968 Ordinary Shares
Telegraph Group Limited	Telegraph Publishing Limited	2 Ordinary Shares	3	100%	2 Ordinary Shares
Telegraph Group Limited	The Evening Post Limited	2 Ordinary Shares	7	100%	2 Ordinary Shares

Company	Issuer	Number and Class of Shares	Certificate No.	%	Total Outstanding
Telegraph Group Limited	The Sunday Telegraph Limited	1,000 Ordinary Shares	1	100%	1,000 Ordinary Shares
Telegraph Group Limited	The Morning Post Limited	2 Ordinary Shares	9	100%	2 Ordinary Shares
Telegraph Group Limited	Young Telegraph Limited	2 Ordinary Shares	7	100%	2 Ordinary Shares
Telegraph Group Limited	Telegraph Trustees Limited	2 Ordinary Shares	5	100%	2 Ordinary Shares
Telegraph Group Limited	Telegraph Books Limited	2 Ordinary Shares	3	100%	2 Ordinary Shares
Telegraph Group Limited	Doubleclick Limited	2 "A" Ordinary Shares	1	100%	2 Ordinary Shares
Telegraph Group Limited	Hollinger Telegraph New Media Holdings	2 Ordinary Shares	1	100%	2 Ordinary Shares
Telegraph Group Limited	Apollo Advertising Sales Limited	1 Ordinary Share	1	100%	1 Ordinary Share
LHAT Corporation	Telegraph Australian Holdings Limited	103 Ordinary Shares		100%	103 Ordinary Shares

SCHEDULE 6

Relevant Documents

TELEGRAPH GROUP LIMITED

MAKER	AMOUNT	DATE ISSUED	PRINCIPAL AMOUNT OUTSTANDING
First DT Holdings Limited	US\$40,659,566.01	7 April, 1997	US\$26,023,332.01 (as at 31 December, 2001)
Hollinger Telegraph New Media Holdings Limited	£600,000	29 October, 1999	£600,000 (as at 31 December, 2001)
DT Holdings Limited	£5,000,000	10 December, 1999	£5,000,000 (as at 31 December, 2001)
DT Holdings Limited	£4,000,000	24 December, 1999	£4,000,000 (as at 31 December, 2001)
DT Holdings Limited	£5,000,000	17 February, 2000	£5,000,000 (as at 31 December, 2001)
Hollinger Telegraph New Media Limited	£4,549,738	30 September, 2000	£4,549,738 (as at 31 December, 2001)

DEEDTASK LIMITED

MAKER	AMOUNT	DATE ISSUED	PRINCIPAL AMOUNT OUTSTANDING
Telegraph Group Limited	£1,695,546	7 April, 1997	£1,695,546 (as at 31 December, 2001)

DT HOLDINGS LIMITED

MAKER	AMOUNT	DATE ISSUED	PRINCIPAL AMOUNT OUTSTANDING
First DT Holdings Limited	£10,000,000	26 March, 2001	£10,000,000 (as at 31 March, 2001)
First DT Holdings Limited	£45,990	31 December, 2001	£45,990 (as at 31 December, 2001)

SECOND DT HOLDINGS LIMITED

MAKER	AMOUNT	DATE ISSUED	PRINCIPAL AMOUNT OUTSTANDING
First DT Holdings Limited	£263,706.77	31 December, 2001	£263,706.77 (as at 31 December, 2001)
First DT Holdings Limited	£10,427,694	4 December 2002	£10,427,694

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00451593

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE CREATING FIXED AND FLOATING CHARGES DATED THE 23rd DECEMBER 2002 AND CREATED BY TELEGRAPH GROUP LIMITED FOR SECURING ALL OBLIGATIONS DUE OR TO BECOME DUE FROM THE CHARGING COMPANY TO ANY OF THE SECURED PARTIES AND/OR ANY RECEIVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 8th JANUARY 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th JANUARY 2003.

P. Cer



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —