

Company number 1676637

SPECIAL RESOLUTION

OF

NEWSQUEST MEDIA GROUP LIMITED (Company)

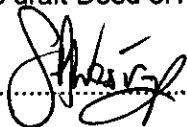
Passed on 13 March 2009

At a general meeting of the Company duly convened and held at 58 Church Street, Weybridge, Surrey, KT14 8DP on 13 March 2009 at 10.00am, the following resolution was duly passed as a special resolution.

1. SPECIAL RESOLUTION

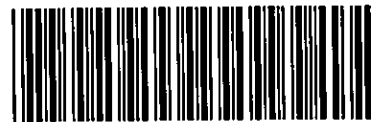
To approve the Deed of Amendment by the Company pursuant to the Deed of Guarantee dated 25 March 2008 on the terms specified similar to those set out in the draft Deed of Amendment attached to this resolution.

Signed

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Company secretary

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NEWSQUEST MEDIA GROUP LIMITED

FOR

NEWSQUEST PENSION TRUSTEE LIMITED
as trustee of the Newsquest Pension Scheme

DEED OF AMENDMENT

**supplementing and amending the Deed of
Guarantee dated 25 March 2008**

THIS DEED OF AMENDMENT is made the day of 2009

BETWEEN:

- (1) **NEWSQUEST MEDIA GROUP LIMITED** registered in England with company number 1676637) (the "**Guarantor**"); and
- (2) **NEWSQUEST PENSION TRUSTEE LIMITED** (registered in England with number company 3208745) (the "**Beneficiary**").

WHEREAS:

- (1) Pursuant to a deed of guarantee dated 25 March 2008 made between the Guarantor and the Beneficiary, (the "**Deed of Guarantee**"), the Guarantor agreed to guarantee certain obligations and liabilities of the Companies up to the limit specified under the Deed of Guarantee.
- (2) The Guarantor and the Beneficiary have agreed to amend the Deed of Guarantee as set out in this Deed of Amendment.

NOW THIS DEED WITNESSES and it is **HEREBY AGREED** as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms defined in the Deed of Guarantee shall, unless otherwise defined in this Deed of Amendment or a contrary intention appears, bear the same meaning when used in this Deed of Amendment.

1.2 Interpretation

The provisions of Clause 1.2 (*Construction*) of the Deed of Guarantee shall also apply to this Deed of Amendment but references to Clauses are to clauses of this Deed of Amendment unless otherwise specified.

2. AMENDMENTS

2.1 Amendment

With effect on and from 31 March 2009 (the "**Effective Date**"), the definition of "Guaranteed Obligations" in Sub-Clause 1.1 of the Deed of Guarantee shall be deleted and replaced with the following:

"Guaranteed Obligations means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally and in any capacity whatsoever) of each Company to make payments to the Scheme up to a maximum amount equal to the lower of (a) the lowest non-negative amount which, when added to the assets of the Scheme, would result in the Scheme being at least 105 per cent. funded on the date on which any liability under this Deed arises, calculated on the basis set out in section 179 of the Pensions Act 2004, were a valuation to be conducted as at that date, and (b) £110m ONE HUNDRED AND TEN MILLION POUNDS."

2.2 Continuation

2.2.1 This Deed of Amendment is supplemental to, and shall be construed as one with, the Deed of Guarantee.

2.2.2 Except as varied by the terms of this Deed of Amendment, the Deed of Guarantee shall remain in full force and effect, and with effect on and from the Effective Date, references to "this Deed", "herein", "hereunder" or like terms or to any provision of the Deed of Guarantee shall be construed as a reference to the Deed of Guarantee, or such provision, as amended by this Deed of Amendment.

2.2.3 Except as otherwise provided in this Deed of Amendment, the Deed of Guarantee remains in full force and effect and, for the avoidance of doubt:

- (a) the representations set out in clause 5 (Representations) of the Deed of Guarantee are re-confirmed by the Guarantor to the Beneficiary on the date of this Deed of Amendment in respect of the Guarantee as amended by this Deed of Amendment; and
- (b) the Guarantor agrees that it will continue to be bound by the covenants set out in the Guarantee as amended by this Deed of Amendment.

3. REPRESENTATIONS

The representations set out in this Clause are made by the Guarantor to the Beneficiary on the date of this Deed of Amendment in respect of this Deed of Amendment.

3.1 Powers and authority

It has the power to enter into and perform, and has taken all necessary action to authorise the entry into and performance of this Deed of Amendment.

3.2 Legal validity

Subject to the Reservations (as defined in the Guarantee), this Deed of Amendment is its legally binding, valid and enforceable obligation.

3.3 Non-conflict

The entry into this Deed of Amendment does not conflict with:

- (a) any law or regulation applicable to it;
- (b) its or any of its Subsidiaries' constitutional documents; or
- (c) any document which is binding upon it or any of its Subsidiaries or any of its or its Subsidiaries' assets.

3.4 Authorisations

All authorisations required by it in connection with the entry into this Deed of Amendment have been obtained or effected (as appropriate) and are in full force and effect.

4. MISCELLANEOUS

4.1 Incorporation of terms

The provisions of Clause 12 (*Counterparts*), Clause 13 (*Notices*) and Clause 16 (*Enforcement*) of the Deed of Guarantee shall be incorporated into this Deed of Amendment as if set out in full herein and as if references in those clauses to "this Deed" are references to this Deed of Amendment.

4.2 Governing Law

This Deed of Amendment is governed by and shall be construed in accordance with English law.

SIGNATORIES TO THE DEED OF AMENDMENT

EXECUTED as a deed by)
NEWSQUEST MEDIA GROUP)
LIMITED acting by)

.....
Director

.....
Director/Secretary

EXECUTED as a deed by)
NEWSQUEST PENSION TRUSTEE)
LIMITED as trustee of the Newsquest)
Pension Scheme acting by)

.....
Director

.....
Director/Secretary