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COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

Company number

Name of company

* INDEPENDENT NEWS & MEDIA (NORTHERN IRELAND) LIMITED (the "Company")

Date of creation of the charge

23 June 2003

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

A floating charge (the "Charge") created by way of debenture dated 23 June 2003 between the Company and The Governor and Company of the Bank of Ireland (the "Security Agent") pursuant to the Facility Agreement (as defined in Schedule 3 to this Form 395).

Amount secured by the mortgage or charge

See Schedule 1.

(For definitions please see Schedule 3)

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

The Governor and Company of the Bank of Ireland, Lower Baggot Street, Dublin 2, Ireland as trustee for the Secured Parties (as defined in Schedule 3 to this Form 395).

Postcode

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

Clifford Chance Limited
Liability Partnership
200 Aldersgate Street
London EC1A 4JJ
OR/B1213/00344/LYC
Return via CH London Counter

For official Use
Mortgage Section

Post room



LD5
COMPANIES HOUSE

0459
02/07/03

Time critical reference

London-2/1443749/01

Short particulars of all the property mortgaged or charged

See Schedule 2

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legibly, preferably
in black type, or
bold block
lettering

Particulars as to commission allowance or discount (note 3)

None

Signed

Clifford Chance LLP

Date

2 July 2003

On behalf of ~~[company]~~ [mortgaged/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

CHFP025

Particulars of a mortgage or charge (continued)

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write in this
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Continuation sheet No _____
to Form No 395 and 410 (Scot)

Please complete
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bold block lettering

Company Number

03899652

Name of Company

INDEPENDENT NEWS & MEDIA (NORTHERN IRELAND) LIMITED (the "Company")

Limited*

* delete if
inappropriate

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

1. *Introduction*
 2. *Methodology*
 3. *Results*
 4. *Discussion*
 5. *Conclusion*
 6. *References*
 7. *Appendix*
 8. *Index*
 9. *Glossary*
 10. *Notes*
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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Short particulars of all the property mortgaged or charged (continued)

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*Schedules to Form 395 relating to the Floating Charge
entered into by Independent News & Media (Northern Ireland) Limited
dated 23 June 2003.*

SCHEDULE 1

AMOUNT SECURED BY THE MORTGAGE OR CHARGE

All obligations owing to the Security Agent (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties under or pursuant to the Finance Documents (including this Charge and any liability in respect of any further advances made under the Finance Documents) whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) and the Company shall pay to the Security Agent when due and payable every sum at any time owing, due or incurred by the Company to the Security Agent (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities (the "**Secured Obligations**").

SCHEDULE 2

SHORT PARTICULARS OF ALL THE PROPERTY CHARGED

The Company charged with full title guarantee in favour of the Security Agent as trustee for the Secured Parties by way of first floating charge the whole of the Company's undertaking and assets, present and future, as security for the payment and discharge of the Secured Obligations.

FURTHER ASSURANCE

The Charge contains covenants for further assurance

NEGATIVE PLEDGE

The Charge contains a negative pledge.

SCHEDULE 3
DEFINITIONS

In this Form 395:

"Facility Agreement" means the multicurrency term and revolving credit facilities agreement dated 6 June 2003 made between, among others, The Governor and Company of the Bank of Ireland, ABN Amro Bank N.V., Allied Irish Bank plc, BNP Paribas - Dublin Branch, IIB Bank Limited, Lloyds TSB Bank plc, ScotiaBank Europe plc and Ulster Bank Ireland Limited as Mandated Lead Arrangers, ANZEF Limited as Lead Manager, The Governor and Company of the Bank of Ireland as agent and Security Agent, the financial institutions named therein as lenders and Independent News & Media PLC and certain of its subsidiaries as borrowers and guarantors.

"Finance Documents" has the meaning given to that term in the Facility Agreement.

"Secured Parties" means the Mandated Lead Arrangers, the Lead Manager, the Security Agent, the agent, any receiver or delegate, and each lender from time to time party to the Facility Agreement.

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

COMPANY No. 03899652

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FLOATING CHARGE CREATED BY WAY OF DEBENTURE DATED THE 23rd JUNE 2003 AND CREATED BY INDEPENDENT NEWS & MEDIA (NORTHERN IRELAND) LIMITED FOR SECURING ALL OBLIGATIONS DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND AS SECURITY AGENT ON BEHALF OF THE BENEFICIARIES (AS DEFINED) OR UNDER OR PURSUANT TO THE RELEVANT DOCUMENTS (AS DEFINED) ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 2nd JULY 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th JULY 2003.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —