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COMPANIES FORM No. 395

AC 00460107

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 Company number

[] [] [] [] [] [] [] [] [] []

03899652

Name of company

* INDEPENDENT NEWS & MEDIA (NORTHERN IRELAND) LIMITED (The Company)

Date of creation of the charge

9 July 2001

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

Please see continuation sheet, note 2.

Amount secured by the mortgage or charge

The Company has covenanted with the Security Agent on behalf of the Beneficiaries that it shall on demand of the Security Agent discharge all obligations (as and when the same fall due for performance) owing to the Security Agent (whether for its own account or as trustee for the Beneficiaries) or any of the other Beneficiaries by the Company or under or pursuant to the Relevant Documents whether present or future, actual or contingent (whether incurred solely or jointly and whether as principal or as surety or in some other capacity) provided that neither this covenant nor the security constituted by the Floating Charge shall extend to include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law.

See the attached Schedule for definitions.

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 Security Agent on behalf of the Beneficiaries.

Postcode

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

Clifford Chance LLP
200 Aldersgate Street
London
EC1A 4JJ

London2/984107/JQS

Time critical reference
JQS/B1219/195/AJI

For official Use
Mortgage Section

Post room



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

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)

Signed

clifford chance

Date

17-7-01

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 CF4 3UZ

Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

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

CHFP025

Please complete
legibly, preferably
in black type, or
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)

Floating Charge created by way of Debenture dated 9 July 2001 between Independent News & Media (UK) Limited, Independent News & Media (Northern Ireland) Limited, Independent Newspapers (Publishing) Limited, Independent Newspapers (UK) Limited, Independent Finance Plc, Independent Newspapers (Regionals) Limited, TIH (Belfast) and The Governor and Company of the Bank of Ireland as Security Agents for the Banks (as defined therein) (the "Floating Charge").

SCHEDULE TO FORM 395

DEFINITIONS

In this form:

"Acquisition" means the purchase by Independent News & Media (Northern Ireland) Limited of all of the Target Shares.

"Acquisition Agreement" means the acquisition agreement dated 17 March 2000 between Trinity Mirror PLC as vendor, Independent News & Media (Northern Ireland) Limited as purchaser and Independent News and Media PLC.

"Additional Borrower" means any company which has become an Additional Borrower in accordance with Clause 38 (*Additional Borrowers*) of the Facility Agreement.

"Additional Guarantor" means any company which has become an Additional Guarantor in accordance with Clause 39 (*Additional Guarantors*) of the Facility Agreement.

"Agent" means The Governor and Company of the Bank of Ireland as facility agent for the Banks.

"Arrangers" means the Bank of America International Limited, The Governor and Company of the Bank of Ireland and Chase Manhattan Plc as lead arrangers of the Facilities.

"Bank" means any financial institution:

- (a) named in Part B of Schedule 1 (*The Banks*) of the Facility Agreement; or
- (b) which has become a party hereto as a Bank in accordance with Clause 37.4 (*Assignments by Banks*) or Clause 37.5 (*Transfers by Banks*) of the Facility Agreement,

"Beneficiaries" means each of the Banks, the Arrangers, the Noteholders, the Agent and the Security Agent and which has not ceased to be a party hereto in accordance with the terms hereof.

"Borrower Accession Memorandum" means a memorandum substantially in the form set out in Schedule 7 (*Form of Borrower Accession Memorandum*) of the Facility Agreement.

"Borrowers" means each of the Original Borrowers and each Additional Borrower, **provided that** such company has not been released from its rights and obligations under the Facility Agreement in accordance with Clause 38.3 (*Resignation of a Borrower*) of the Facility Agreement.

"Closing Date" means the date on which the Acquisition is completed (in accordance with Clause 4 of the Acquisition Agreement) of the Facility Agreement.

"Facility Agreement" means the multicurrency credit agreement dated 27 July 2000 made between Bank of America International Limited, The Governor and Company of the Bank of Ireland and Chase Manhattan PLC as Lead Arrangers, The Governor and Company of the Bank of Ireland as Agent and Security Agent, the financial institutions named therein as Banks, Independent News & Media PLC and others as amended and restated on 12 September 2000 and as supplemented on 22 December 2000.

"Finance Documents" means the Facility Agreement, the Subordination Agreement, the memorandum of accession to the Subordination Agreement dated 25 August 2000, the Share Pledges, the Floating Charges, the Security Agency Agreement, any Borrower Accession Memorandum, any Guarantor Accession Memorandum, any fee letter delivered pursuant to Clause 28 (*Commitment Commission and Fees*) of the Facility Agreement and any other document designated as such by the Agent and the Parent.

"Floating Charges" means the floating charge dated 9 July 2001 between Independent News & Media (UK) Limited, Independent News & Media (Northern Ireland) Limited, Independent Newspapers (Publishing) Limited, Independent Newspapers (UK) Limited, Independent Finance Plc, Independent Newspapers (Regionals) Limited, TIH (Belfast) and The Governor and Company of the Bank of Ireland as Security Agents for the Banks (as defined therein) and the Northern Irish Law Floating Charge dated 9 July 2001 between Belfast Telegraph Newspapers limited and the Governor and Company of the Bank of Ireland as Security Agents for the Banks (as defined therein).

"Group" means the Parent and its subsidiaries for the time being and the Target Group (before as well as after the Closing Date).

"Guarantor Accession Memorandum" means a memorandum substantially in the form set out in Schedule 8 (*Form of Guarantor Accession Memorandum*) of the Facility Agreement.

"Guarantors" means each of the Original Guarantors and each Additional Guarantor, **provided that** such company has not been released from its rights and obligations hereunder in accordance with Clause 39.3 (*Resignation of a Guarantor*) of the Facility Agreement.

"Intra-Group Loans" means any loan between members of the Group.

"Note Agreements" means:

- a) the agreement dated as of 22nd December, 1994 entered into by Independent Communications (International) Limited for the issue of £20,000,000 of Floating Rate Guaranteed Senior Series A Notes due 2001 and Floating Rate Guaranteed Senior Series B Notes due 2004; and
- b) the agreement dated as of 22nd December, 1994 entered into by Independent Newspapers Holdings Limited for the issue of £40,000,000 of Floating Rate Guaranteed Senior Series A Notes due 2001 and Floating Rate Guaranteed Senior Series B Notes due 2004.

"Noteholders" means the holders from time to time of notes issued under the Note Agreements.

"Obligors" means the Borrowers and the Guarantors.

"Original Borrowers" means Independent News & Media PLC, Independent News & Media (UK) Limited, Independent News & Media (Finance) Limited and Independent News & Media (Northern Ireland) Limited.

"Original Guarantors" means Independent News & Media PLC, Sunday Newspapers Limited, Independent News & Media (Northern Ireland) Limited, Terenure Printers Limited, Independent Newspapers Marketing Limited, Independent Newspapers (Ireland) Limited, Independent Communications (International) Limited, Independent Communications (Ireland) Limited, Independent News & Media (Finance) Limited, Newsprint Limited, Independent Newspapers (Publishing) Limited, Independent Newspapers (Regionals) Limited, Independent News & Media (UK) Limited, Independent Newspapers (UK) Limited, Abbey Communications Netherlands BV, Chancellor Limited, Owendore Limited, Independent Newspapers Capital Limited, Independent Newspapers Finance Limited, [Kelsal (Pty) Limited, Independent Newspapers Finance PLC, Independent Trustee Limited, Wilson and Horton Holdings Limited, Wilson and Horton Limited, W&H Newspapers Limited, W&H Print Limited and W&H Specialist Publications Limited.

"Parent" means Independent News & Media Plc a company incorporated in the Republic of Ireland (registered no. 2936).

"Parent Guarantee" means the guarantee given by Independent News & Media Plc pursuant to the Note Agreements.

"Relevant Documents" means the Finance Documents, each Note Agreement, each Parent Guarantee and each Subsidiary Guarantee, each as amended from time to time.

"Secured Obligations" means all liabilities and obligations at any time due, owing or incurred by any Obligor, ICI, INH, the Parent or any Subsidiary Guarantor to any Beneficiary under the Relevant Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or surety or in some other capacity).

"Security Agency Agreement" means the security trust agreement dated 27 July 2000 in respect of the Facility Agreement between The Governor and Company of the Bank of Ireland as Security Agent and Agent and others as amended on 12 September 2000 and Amended and Restated on 9 July 2001.

"Security Agent" means The Governor and Company of the Bank of Ireland as security trustee for the Banks.

"Share Pledges" means the share pledges in the agreed forms between certain of the Obligors and the Security Agent more particularly set out in Schedule 13 (*Security*) of the Facility Agreement and, following their accession hereto, between other Obligors (including members

of the Target Group) which hold shares in Guarantors (including other members of the Target Group) and the Security Agent.

"Subordination Agreement" means the subordination agreement dated 27 July 2000 hereof executed by each Obligor in favour of the Security Agent pursuant to which the Intra-Group Loans are subordinated (on the terms set out therein) to the obligations of the Obligors under the Finance Documents and to which other members of the Group will subsequently accede as set out herein.

"Subsidiary Guarantee" means the guarantee granted by Independent Newspapers Holdings Limited and Independent Communications (International) Limited pursuant to the Note Agreements.

"Target" means TIH (Belfast).

"Target Group" means the Target and its subsidiaries.

"Target Shares" means all of the shares in the Target.

"UK Obligors" means Independent News & Media (UK) Limited, Independent Newspapers Finance PLC, Independent News & Media (Northern Ireland) Limited, Independent Newspapers (Publishing) Limited, Independent Newspapers (Regionals) Limited and Independent Newspapers (UK) Limited.

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 9 JULY 2001 BETWEEN INDEPENDENT NEWS & MEDIA (UK) LIMITED, INDEPENDENT NEWS & MEDIA (NORTHERN IRELAND) LIMITED, INDEPENDENT NEWSPAPERS (PUBLISHING) LIMITED, INDEPENDENT NEWSPAPERS (UK) LIMITED, INDEPENDENT FINANCE PLC, INDEPENDENT NEWSPAPERS (REGIONALS) LIMITED, TIH (BELFAST) AND THE SECURITY AGENT (AS DEFINED) DATED THE 9th JULY 2001 AND CREATED BY INDEPENDENT NEWS & MEDIA (NORTHERN IRELAND) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND AS SECURITY AGENT ON BEHALF (WHETHER FOR ITS OWN ACCOUNT OR AS TRUSTEE FOR THE BENEFICIARIES) OR ANY OF THE OTHER BENEFICIARIES BY THE COMPANY OR UNDER OR PURSUANT TO THE RELEANT DOCUMENTS (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 17th JULY 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th JULY 2001.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Handwritten signature



Companies House

— for the record —