



Registration of a Charge

Company name: **OZONE PROJECT LIMITED**

Company number: **11471303**

Received for Electronic Filing: **30/12/2020**



X9KZO7L6

Details of Charge

Date of creation: **22/12/2020**

Charge code: **1147 1303 0001**

Persons entitled: **NEWS UK & IRELAND LIMITED
TELEGRAPH MEDIA GROUP LIMITED**

Brief description: **INCLUDES ALL REGISTERED INTELLECTUAL PROPERTY**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

LEWIS SILKIN LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11471303

Charge code: 1147 1303 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd December 2020 and created by OZONE PROJECT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th December 2020 .

Given at Companies House, Cardiff on 31st December 2020

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 22 December 2020

NEWS UK & IRELAND LIMITED

TELEGRAPH MEDIA GROUP LIMITED

AND

OZONE PROJECT LIMITED

DEBENTURE

 LEWIS SILKIN

Lewis Silkin LLP
5 Chancery Lane
Clifford's Inn
London
EC4A 1BL

This **DEED** is dated 22 December 2020

Parties

- (1) **NEWS UK & IRELAND LIMITED** (company number 01893198), a private limited company whose registered office is at 1 London Bridge Street, London SE1 9GF ("**News UK**");
- (2) **TELEGRAPH MEDIA GROUP LIMITED** (company number 451593), a private limited company whose registered office is at 111 Buckingham Palace Road, London SW1W 0DT (the "**Telegraph**"); and
- (3) **OZONE PROJECT LIMITED** (company number 11471303), a private limited company whose registered office is at 3 Marshalsea Road, London SE1 1EP (the "**Borrower**").

Background

- (A) News UK and the Telegraph (the "**Lenders**") have agreed, pursuant to their respective Secondment Agreements with the Borrower, to provide the Borrower with the Secondment Loans on a secured basis.
- (B) Under this deed, the Borrower provides security to the Lenders for the Secondment Loans made available to the Borrower by the Lenders under the Secondment Agreements.

Agreed terms

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions apply in this deed:

"Administrator"

an administrator appointed to manage the affairs, business and property of the Borrower pursuant to clause 8.6;

"Book Debts"

book debts and other debts (but not the proceeds of those debts) and monetary claims together with the benefit of all agreements and securities securing their payment or repayment;

"Business Day"

a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

"Delegate"

any person appointed by the Lenders or any Receiver pursuant to clause 13 and any person appointed as attorney of the Lenders, Receiver or Delegate;

"Equipment"

all present and future equipment, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Borrower, including any part of it and all spare parts, replacements, modifications and additions;

"Financial Collateral"

has the meaning given to that expression in the Financial Collateral Regulations.

"Financial Collateral Regulations"

the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226).

"Insurance Policy"

each contract and policy of insurance effected or maintained by the Borrower from time to time in respect of its assets or business (including, without limitation, any contract or policy of insurance relating to the Properties or the Equipment);

"Intellectual Property"

the Borrower's present and future patents, utility models, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"Investments"

all present and future certificated stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by the Borrower, including any:

- (a) dividend, interest or other distribution paid or payable in relation to any of the Investments; and
- (b) right, money, shares or property accruing, offered or issued at any time in relation to any of the Investments by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise;

"LPA 1925"

the Law of Property Act 1925;

"Other Publishers"

Guardian News & Media Limited (registration number 00908396) and Reach Shared Services Limited (registration number 03890737);

"Properties"

all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Borrower, or in which the Borrower holds an interest, and **"Property"** means any of them;

"Receiver"

a receiver, receiver and manager or administrative receiver of any or all of the Secured Assets appointed by the Lenders under clause 11;

"Secondment Agreements"

each of:

- (a) the umbrella secondment agreement dated 4th November 2020 and entered into between (1) News UK and (2) the Borrower, pursuant to which News UK made available a Secondment Loan to the Borrower on the terms set out therein (as such agreement may be amended or superseded from time to time); and
- (b) the umbrella secondment agreement dated 4th November 2020 and entered into between (1) the Telegraph and (2) the Borrower, pursuant to which the Telegraph made available a Secondment Loan to the Borrower on the terms set out therein (as such agreement may be amended or superseded from time to time);

"Secondment Loans"

the Secondment Loans (as defined in the Secondment Agreements) made available to the Borrower by each of News UK and the Telegraph under the Secondment Agreements, and **"Secondment Loan"** means either of them;

"Secured Assets"

all the assets, property and undertaking for the time being subject to the Security created by, or pursuant to, this deed (and references to the Secured Assets shall include references to any part of them) identified in clauses 3.1 and 3.2;

"Secured Liabilities"

all present and future liabilities of the Borrower to the Lenders (or either of them) in respect of the Secondment Loans, and, where relevant and applicable, includes the remuneration referred to in clause 11.3;

"Security Financial Collateral Arrangement"

has the meaning given to that expression in the Financial Collateral Regulations;

"Security"

any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect; and

"Security Period"

the period starting on the date of this deed and ending on the date on which the Secured Liabilities have been paid and discharged in full.

"Shareholders Agreement" means the shareholders agreement of 12 September 2018 (as amended and restated, from time to time, and most recently on 4th November 2020) made between News Corp UK & Ireland Limited (registration number 00081701), the Telegraph, the Borrower and the Other Publishers.

1.2 Interpretation

In this deed:

- (a) clause headings shall not affect the interpretation of this deed;
- (b) a reference to the "Lenders" refers to each of the Lenders and shall not be construed as requiring the Lenders to have to operate together in exercising their rights under this deed.
- (c) a reference to a **"person"** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality);
- (d) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- (e) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- (f) a reference to a party shall include that party's successors, permitted assigns and permitted transferees and this deed shall be binding on, and enure to the benefit of, the parties to this deed and their respective personal representatives, successors, permitted assigns and permitted transferees;
- (g) a reference to a statutory provision, enactment or EU Directive includes a reference to:

- (i) any amendment, modification, extension, consolidation, replacement or re-enactment of any such provision, enactment or EU Directive (whether before or after the date of this deed);
- (ii) any previous provision, enactment or EU Directive which that provision, enactment or EU Directive replaced (with or without amendment); and
- (iii) any regulation, instrument or order or other subordinate legislation made under such provision, enactment or EU Directive,

unless any such change imposes upon any party any liability or obligation which is more onerous than as at the date of this deed;

- (h) "**writing**" or "**written**" include any methods of reproducing words, symbols or other information in a legible and non-transitory form by any method or combination of methods (but not email or any other type of electronic communication);
- (i) an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- (j) a reference to "**this deed**" (or any provision of it) or to any other agreement or document referred to in this deed is a reference to this deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this deed) from time to time;
- (k) unless the context otherwise requires, a reference to a clause is to a clause of this deed;
- (l) "**including**" means "**including, without limitation**" and "**include**" shall be construed accordingly; and
- (m) references to "**£**" and "**pounds**" are to pounds sterling.

1.3 Clawback

If the Lenders consider that an amount paid by the Borrower in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Borrower or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this deed.

1.4 Nature of security over real property

A reference in this deed to a charge or mortgage of or over any Property includes:

- (a) all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) that are situated on or form part of that Property at any time;
- (b) the proceeds of the sale of any part of that Property and any other monies paid or payable in respect of or in connection with that Property;
- (c) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in respect of that Property, and any monies paid or payable in respect of those covenants; and
- (d) all rights under any licence, lease, agreement for sale or agreement for lease in respect of that Property.

1.5 Law of Property (Miscellaneous Provisions) Act 1989

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Secondment Agreements are incorporated into this deed.

1.6 Perpetuity period

If the rule against perpetuities applies to any trust created by this deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

2 COVENANT TO PAY

The Borrower shall, on demand, pay to each of the Lenders and discharge the Secured Liabilities when they become due in the manner described in each of the Secondment Agreements and the Shareholders Agreement.

3 GRANT OF SECURITY

3.1 Fixed charges

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charges to the Lenders by way of first fixed charge:

- (a) all Properties held now or acquired by the Borrower in the future;
- (b) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to each Property;
- (c) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Borrower's business or the use of any Secured Asset, and all rights in connection with them;
- (d) all its present and future goodwill;
- (e) all its uncalled capital and called but unpaid capital;
- (f) all the Equipment;
- (g) all the Intellectual Property;
- (h) all the Investments;
- (i) all its rights in respect of each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy; and
- (j) all the Book Debts.

3.2 Floating charge

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charges to the Lenders, by way of first floating charge, all the undertaking, property, assets and rights of the Borrower at any time not effectively charged pursuant to clause 3.1.

3.3 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 3.2.

3.4 Automatic crystallisation of floating charge

The floating charge created by clause 3.2 shall automatically and immediately (without notice) convert into a fixed charge over the assets subject to that floating charge if:

- (a) the Borrower:
 - (i) creates, or attempts to create, without the prior written consent of the Lenders, a Security or a trust in favour of another person over all or any part of the Secured Assets (except as expressly permitted by the terms of this deed or the Secondment Agreements); or

- (ii) disposes, or attempts to dispose of, all or any part of the Secured Assets (other than Secured Assets that are only subject to the floating charge while it remains uncrystallised);
- (b) any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Secured Assets; or
- (c) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Borrower.

3.5 Assets acquired after any floating charge has crystallised

Any asset acquired by the Borrower after any crystallisation of the floating charge created under this deed that, but for that crystallisation, would be subject to a floating charge under this deed, shall (unless the Lenders confirms otherwise to the Borrower in writing) be charged to the Lenders by way of first fixed charge.

3.6 Collection of Book Debts

- (a) The Borrower is hereby given the authority as agent of the Lenders to collect, and receive money payable to the Borrower in respect of Book Debts and to allow a reasonable discount, set-off or writing off by the Borrower in relation to Book Debts unless and until the authority is terminated pursuant to clause 3.6(c).
- (b) For the avoidance of doubt, prior to the security constituted by this deed becoming enforceable, the Borrower shall be entitled to utilise all monies collected and received by it in respect of Book Debts for its working capital and other purposes.
- (c) The authority given pursuant to clause 3.6(a) shall terminate automatically and without notice if:
 - (i) the security constituted by this deed becomes enforceable; and/or
 - (ii) the floating charge referred to in clause 3.2 crystallises.

3.7 Lenders may register Security

The Lenders may register this Security and any notice in relation to it on any appropriate register and the Borrower must, if the Lenders request:

- (a) obtain all consents necessary to allow the Lenders to do so; and
- (b) procure the execution of all documents required to effect registration.

4 LIABILITY OF THE BORROWER

The Borrower's liability under this deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- (a) any security, guarantee, indemnity, remedy or other right held by, or available to, the Lenders that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;
- (b) the Lenders renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- (c) any other act or omission which, but for this clause 4, would have discharged or otherwise prejudiced or affected the liability of the Borrower.

5 WARRANTIES

5.1 Warranties

The Borrower warrants to the Lenders on the date of this deed as set out in this clause.

5.2 Ownership of Secured Assets

The Borrower is the sole legal and beneficial owner of the Secured Assets.

5.3 No Security

The Secured Assets are free from any Security other than the Security created by this deed.

5.4 No adverse claims

The Borrower has not received, or acknowledged notice of, any adverse claim by any person in respect of the Secured Assets or any interest in them.

5.5 No adverse covenants

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever that materially and adversely affect the Secured Assets.

5.6 Authorisation

The Borrower has obtained all required or desirable authorisations to enable it to enter into, exercise its rights and comply with its obligations under this deed. Any such authorisations are in full force and effect.

5.7 No breach of laws

There is no breach of any law or regulation that materially and adversely affects the Secured Assets.

5.8 No interference in enjoyment

No facility necessary for the enjoyment and use of the Secured Assets is subject to terms entitling any person to terminate or curtail its use.

5.9 No overriding interests

Nothing has arisen, has been created or is subsisting, that would be an overriding interest in any Property.

5.10 Avoidance of security

No Security expressed to be created under this deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Borrower or otherwise.

5.11 No prohibitions or breaches

The entry into this deed by the Borrower does not, and will not, constitute a breach of any Insurance Policy or any other agreement or instrument binding on the Borrower or its assets.

5.12 Enforceable security

This deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Borrower, and is, and will continue to be, effective security over all and every part of the Secured Assets in accordance with its terms.

6 GENERAL COVENANTS

6.1 Negative pledge and disposal restrictions

The Borrower shall not at any time, except with the prior written consent of the Lenders:

- (a) create, purport to create or permit to subsist any Security on, or in relation to, any Secured Asset other than any Security created by this deed;

- (b) sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Secured Assets (except, in the ordinary course of business, Secured Assets that are only subject to an uncrystallised floating charge);
- (c) create or grant (or purport to create or grant) any interest in the Secured Assets in favour of a third party;
- (d) call up, or receive in advance of calls, any of its uncalled capital; or
- (e) collect, dispose of, part with or deal with an interest in or enter into or permit a compromise, set-off or combination of accounts in respect of a Book Debt or other debt or monetary claim, except, in the case of a Book Debt, as permitted pursuant to clause 3.6.

6.2 Preservation of Secured Assets

The Borrower shall not do, or permit to be done, any act or thing that would materially depreciate, jeopardise or otherwise prejudice the security held by the Lenders, or materially diminish the value of any of the Secured Assets or the effectiveness of the security created by this deed.

6.3 Conduct of business

The Borrower shall carry on its business in a proper manner and perform and protect all material contracts, franchises, leases and licences entered into in relation to its business.

6.4 Compliance with laws and regulations

- (a) The Borrower shall not, without the Lenders' prior written consent, use or permit the Secured Assets to be used in any way contrary to law.
- (b) The Borrower shall comply with the material requirements of any law and regulation relating to or affecting the Secured Assets or the use of it or any part of them.

6.5 Title documents

On request by the Lenders, the Borrower shall provide to the Lenders (and the Lenders shall for the duration of this deed be entitled to hold) all deeds and documents of title relating to the Secured Assets that are in the possession or control of the Borrower.

6.6 Accounts and records

The Borrower shall keep proper accounting records and financial statements. The Borrower shall give the Lenders, as soon as possible after the Lenders request, all financial information about the Borrower's affairs that is reasonably required by the Lenders.

6.7 Insurance

The Borrower shall insure (or where, in the case of any leasehold property, insurance is the responsibility of the landlord under the terms of the lease, either procure that the landlord insures and keeps insured or, if and to the extent that the landlord does not do so, itself insure and keep insured) and keep insured the Secured Assets against the material risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Borrower.

6.8 Insurance premiums

The Borrower shall promptly pay all premiums in respect of each insurance policy maintained by it in accordance with clause 6.7 and do all other things necessary to keep that policy in full force and effect.

6.9 No invalidation of insurance

The Borrower shall not do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any insurance policy maintained by it in accordance with clause 6.7.

6.10 Proceeds of insurance policies

After the security constituted by this deed has become enforceable, all monies received by the Borrower under any insurance policy maintained by it in accordance with clause 6.7 shall:

- (a) immediately be paid to the Lenders;
- (b) if they are not paid directly to the Lenders by the insurers, be held by the Borrower as trustee of the same for the benefit of the Lenders (and the Borrower shall account for them to the Lenders); and
- (c) at the option of the Lenders, be applied in making good or recouping expenditure in respect of the loss or damage for which those monies are received or in, or towards, discharge or reduction of the Secured Liabilities.

7 INTELLECTUAL PROPERTY COVENANTS

7.1 Preservation of rights

The Borrower shall take all necessary action to safeguard and maintain present and future rights in, or relating to, the Intellectual Property including (without limitation) by observing all covenants and stipulations relating to those rights, and by paying all applicable renewal fees, licence fees and other outgoings.

7.2 Registration of Intellectual Property

The Borrower shall use reasonable endeavours to register applications for the registration of any Intellectual Property, and shall keep the Lenders informed of all matters relating to each such registration.

7.3 Maintenance of Intellectual Property

The Borrower shall not permit any Intellectual Property to be abandoned, cancelled or to lapse.

8 POWERS OF THE LENDERS

8.1 Power to remedy

- (a) The Lenders shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Borrower of any of its obligations contained in this deed.
- (b) The Borrower irrevocably authorises the Lenders and their agents to do all things that are necessary or desirable for that purpose.

8.2 Exercise of rights

- (a) The rights of the Lenders under clause 8.1 are without prejudice to any other rights of the Lenders under this deed.
- (b) The exercise of any rights of the Lenders under this deed shall not make the Lenders liable to account as a mortgagee in possession.

8.3 Power to dispose of chattels

At any time after the security constituted by this deed has become enforceable, the Lenders or any Receiver may, as agent for the Borrower, dispose of any chattels or produce found on any Property.

8.4 Lenders have Receiver's powers

To the extent permitted by law, any right, power or discretion conferred by this deed on a Receiver may, after the security constituted by this deed has become enforceable, be exercised by the Lenders in relation to any of the Secured Assets whether or not it has taken possession of any Secured Assets and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

8.5 No duties

The Lenders shall not, in respect of any of the Secured Assets, have any duty or incur any liability for:

- (a) ascertaining or taking action in respect of any calls, instalments, conversions, exchanges, maturities, tenders or other matters relating to any Secured Assets or the nature or sufficiency of any payment whether or not the Lenders have or are deemed to have knowledge of such matters; or
- (b) taking any necessary steps to preserve rights against prior parties or any other rights relating to any of the Secured Assets.

8.6 Appointment of an Administrator

- (a) The Lenders may, without notice to the Borrower, appoint any one or more persons to be an Administrator of the Borrower pursuant to Paragraph 14 of Schedule B1 of the Insolvency Act 1986 if the security constituted by this deed becomes enforceable.
- (b) Any appointment under this clause 8.6 shall:
 - (i) be in writing signed by a duly authorised signatory of the Lenders; and
 - (ii) take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986.
- (c) The Lenders may apply to the court for an order removing an Administrator from office and may by notice in writing in accordance with this clause 8.6 appoint a replacement for any Administrator who has died, resigned, been removed or who has vacated office upon ceasing to be qualified.

9 WHEN SECURITY BECOMES ENFORCEABLE

9.1 When security becomes enforceable

The security constituted by this deed shall become immediately enforceable if the Borrower fails to pay any of the Secured Liabilities to the Lenders when due under the terms of the Secondment Agreements.

9.2 Discretion

After the security constituted by this deed has become enforceable, the Lenders may, in their absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms they think fit, and take possession of and hold or dispose of all or any part of the Secured Assets.

10 ENFORCEMENT OF SECURITY

10.1 Enforcement powers

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this deed.
- (b) The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall be immediately exercisable at any time after the security constituted by this deed has become enforceable under clause 9.1.

- (c) Section 103 of the LPA 1925 does not apply to the security constituted by this deed.

10.2 Extension of statutory powers of leasing

The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA 1925 and by any other statute are extended so as to authorise the Lenders and any Receiver, at any time after the security constituted by this deed has become enforceable, whether in their own name or in that of the Borrower, to:

- (a) grant a lease or agreement to lease;
- (b) accept surrenders of leases; or
- (c) grant any option of the whole or any part of the Secured Assets with whatever rights relating to other parts of it,

whether or not at a premium and containing such covenants on the part of the Borrower, and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Lenders or Receiver thinks fit without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

10.3 Access on enforcement

- (a) At any time after the security constituted by this deed has become enforceable, the Borrower will allow the Lenders or a Receiver, without further notice or demand, immediately to exercise all rights, powers and remedies in particular (and without limitation) to take possession of any Secured Asset and for that purpose to enter on any premises where a Secured Asset is situated (or where the Lenders or a Receiver reasonably believes a Secured Asset to be situated) without incurring any liability to the Borrower for, or by any reason of, that entry.
- (b) At all times, the Borrower must use reasonable endeavours to allow the Lenders or any Receiver access to any premises for the purpose of clause 10.3(a) (including obtaining any necessary consents or permits of other persons) and ensure that its employees and officers do the same.

10.4 Prior Security

- (a) At any time after the security constituted by this deed has become enforceable, or after any powers conferred by any Security having priority to this deed shall have become exercisable, the Lenders may:
 - (i) redeem that or any other prior Security;
 - (ii) procure the transfer of that Security to it; and
 - (iii) settle and pass any account of the holder of any prior Security.
- (b) The settlement and passing of any such account passed shall, in the absence of any manifest error, be conclusive and binding on the Borrower.

10.5 Protection of third parties

No purchaser, mortgagee or other person dealing with the Lenders, any Receiver or Delegate shall be concerned to enquire:

- (a) whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;
- (b) whether any power the Lenders, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable; or
- (c) how any money paid to the Lenders, any Receiver or any Delegate is to be applied.

10.6 Privileges

Each Receiver and the Lenders are entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

10.7 No liability as mortgagee in possession

Neither the Lenders, any Receiver, any Delegate nor any Administrator shall be liable, by reason of entering into possession of a Security Asset or for any other reason, to account as mortgagee in possession in respect of all or any of the Secured Assets, nor shall any of them be liable for any loss on realisation of, or for any act, neglect or default of any nature in connection with, all or any of the Secured Assets for which a mortgagee in possession might be liable as such.

10.8 Conclusive discharge to purchasers

The receipt of the Lenders, or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Secured Assets or in making any acquisition in the exercise of their respective powers, the Lenders, and every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it or he thinks fit.

10.9 Right of appropriation

(a) To the extent that:

- (i) the Secured Assets constitute Financial Collateral; and
- (ii) this deed and the obligations of the Borrower under it constitute a Security Financial Collateral Arrangement,

the Lenders shall have the right, at any time after the security constituted by this deed has become enforceable, to appropriate all or any of those Secured Assets in or towards the payment or discharge of the Secured Liabilities in any order that the Lenders may, in their absolute discretion, determine.

(b) The value of any Secured Assets appropriated in accordance with this clause shall be:

- (i) in the case of cash, the amount standing to the credit of each of the Borrower's accounts with any bank, financial institution or other person, together with all interest accrued but unposted, at the time the right of appropriation is exercised; and
- (ii) in the case of Investments, the price of those Investments at the time the right of appropriation is exercised as listed on any recognised market index or determined by any other method that the Lenders may select (including independent valuation).

(c) The Borrower agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of the Financial Collateral Regulations.

11 RECEIVER

11.1 Appointment

At any time after the security constituted by this deed has become enforceable, or at the request of the Borrower, the Lenders may, without further notice, appoint by way of deed, or otherwise in writing, any one or more persons to be a Receiver of all or any part of the Secured Assets.

11.2 Removal

The Lenders may, without further notice (subject to section 45 of the Insolvency Act 1986 in the case of an administrative receiver), from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

11.3 Remuneration

The Lenders may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925, and the remuneration of the Receiver shall be a debt secured by this deed, to the extent not otherwise discharged. A Receiver may charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) that the Lenders may prescribe or agree with him.

11.4 Power of appointment additional to statutory powers

The power to appoint a Receiver conferred by this deed shall be in addition to all statutory and other powers of the Lenders under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

11.5 Power of appointment exercisable despite prior appointments

The power to appoint a Receiver (whether conferred by this deed or by statute) shall be, and remain, exercisable by the Lenders despite any prior appointment in respect of all or any part of the Secured Assets.

11.6 Agent of the Borrower

Any Receiver appointed by the Lenders under this deed shall be the agent of the Borrower and the Borrower shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Borrower goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Lenders.

12 POWERS OF RECEIVER

12.1 General

- (a) Any Receiver appointed by the Lenders under this deed shall, in addition to the powers conferred on him by statute, have the powers set out in clause 12.2 to clause 12.21.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this deed individually and to the exclusion of any other Receiver.
- (c) Any exercise by a Receiver of any of the powers given by clause 12 may be on behalf of the Borrower, the directors of the Borrower (in the case of the power contained in clause 12.14) or himself.

12.2 Repair and develop Properties

A Receiver may undertake or complete any works of repair, building or development on the Properties and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same.

12.3 Surrender leases

A Receiver may grant, or accept surrenders of, any leases or tenancies affecting any Property and may grant any other interest or right over any Property on any terms, and subject to any conditions, that he thinks fit.

12.4 Employ personnel and advisers

A Receiver may provide services and employ or engage any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms, and subject to any conditions, that he thinks fit. A Receiver may discharge any such person or any such person appointed by the Borrower.

12.5 Make VAT elections

A Receiver may make, exercise or revoke any value added tax option to tax as he thinks fit.

12.6 Realise Secured Assets

A Receiver may collect and get in the Secured Assets or any part of them in respect of which he is appointed, and make any demands and take any proceedings as may seem expedient for that purpose, and take possession of the Secured Assets with like rights.

12.7 Manage or reconstruct the Borrower's business

A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the Borrower.

12.8 Dispose of Secured Assets

A Receiver may sell, exchange, convert into money and realise all or any of the Secured Assets in respect of which he is appointed in any manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions as he thinks fit. Any sale may be for any consideration that the Receiver thinks fit and a Receiver may promote, or concur in promoting, a company to purchase the Secured Assets to be sold.

12.9 Sever fixtures and fittings

A Receiver may sever and sell separately any fixtures or fittings from any Property without the consent of the Borrower.

12.10 Valid receipts

A Receiver may give valid receipt for all monies and execute all assurances and things that may be proper or desirable for realising any of the Secured Assets.

12.11 Make settlements

A Receiver may make any arrangement, settlement or compromise between the Borrower and any other person that he may think expedient.

12.12 Bring proceedings

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Secured Assets as he thinks fit.

12.13 Improve the Equipment

A Receiver may make substitutions of, or improvements to, the Equipment as he may think expedient.

12.14 Make calls on Borrower members

A Receiver may make calls conditionally or unconditionally on the members of the Borrower in respect of uncalled capital with (for that purpose and for the purpose of enforcing payments of any calls so made) the same powers as are conferred by the articles of association of the Borrower on its directors in respect of calls authorised to be made by them.

12.15 Insure

A Receiver may, if he thinks fit, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Borrower under this deed.

12.16 Powers under the LPA 1925

A Receiver may exercise all powers provided for in the LPA 1925 in the same way as if he had been duly appointed under the LPA 1925, and exercise all powers provided for an administrative receiver in Schedule 1 to the Insolvency Act 1986.

12.17 Borrow

A Receiver may, for any of the purposes authorised by this clause 12, raise money by borrowing from the Lenders (or from any other person) either unsecured or on the security of all or any of the Secured Assets in respect of which he is appointed on any terms that he thinks fit (including, if the Lenders consents, terms under which that security ranks in priority to this deed).

12.18 Redeem prior Security

A Receiver may redeem any prior Security and settle and pass the accounts to which the Security relates. Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Borrower, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

12.19 Delegation

A Receiver may delegate his powers in accordance with this deed.

12.20 Absolute beneficial owner

A Receiver may, in relation to any of the Secured Assets, exercise all powers, authorisations and rights he would be capable of exercising, and do all those acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of the Secured Assets or any part of the Secured Assets.

12.21 Incidental powers

A Receiver may do any other acts and things that he:

- (a) may consider desirable or necessary for realising any of the Secured Assets;
- (b) may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this deed or law; or
- (c) lawfully may or can do as agent for the Borrower.

13 DELEGATION

13.1 Delegation

The Lenders or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this deed.

13.2 Terms

The Lenders and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit.

13.3 Liability

Neither the Lenders nor any Receiver shall be in any way liable or responsible to the Borrower for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

14 APPLICATION OF PROCEEDS

14.1 Order of application of proceeds

All monies received by the Lenders, a Receiver or a Delegate pursuant to this deed, after the security constituted by this deed has become enforceable, shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority:

- (a) in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Lenders (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this deed, and of all remuneration due to any Receiver under or in connection with this deed;
- (b) in or towards payment of or provision for the Secured Liabilities as between the Lenders on a pro rata and pari passu basis; and
- (c) in payment of the surplus (if any) to the Borrower or other person entitled to it.

14.2 Appropriation

Neither the Lenders, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

15 FURTHER ASSURANCE

The Borrower shall take whatever action the Lenders or any Receiver may reasonably require for creating, perfecting or protecting the security intended to be created by this deed.

16 RELEASE

On the expiry of the Security Period, the Lenders shall take whatever action is necessary to:

- (a) release the Secured Assets from the security constituted by this deed; and
- (b) reassign the Secured Assets to the Borrower.

17 ASSIGNMENT AND TRANSFER

17.1 Assignment by Lenders

Neither of the Lenders may at any time, without the consent of the Borrower, assign or transfer any or all of their respective rights and obligations under this deed.

17.2 Assignment by Borrower

The Borrower may not assign any of its rights, or transfer any of its rights or obligations, under this deed.

18 NO SET-OFF

All payments made by the Borrower to the Lenders under this deed shall be made in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

19 AMENDMENTS, WAIVERS AND CONSENTS

19.1 Amendments

No amendment of this deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

19.2 Waivers and consents

- (a) A waiver of any right or remedy under this deed or by law, or any consent given under this deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.
- (b) A failure to exercise, or a delay in exercising, any right or remedy provided under this deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this deed. No single or partial exercise of any right or remedy provided under this deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this deed by the Lenders shall be effective unless it is in writing.

19.3 Rights and remedies

The rights and remedies provided under this deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

20 SEVERANCE

If any provision (or part of a provision) of this deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this deed.

21 COUNTERPARTS

This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

22 THIRD PARTY RIGHTS

- (a) Except as expressly provided elsewhere in this deed, a person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
- (b) The rights of the parties to rescind or agree any amendment or waiver under this deed are not subject to the consent of any other person.

23 FURTHER PROVISIONS

23.1 Independent security

The security constituted by this deed shall be in addition to, and independent of, any other security or guarantee that the Lenders may hold for any of the Secured Liabilities at any time. No prior security held by the Lenders over the whole or any part of the Secured Assets shall merge in the security created by this deed.

23.2 Continuing security

The security constituted by this deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate

payment, or other matter or thing, unless and until the Lenders discharges this deed in writing.

23.3 Consolidation

The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this deed.

24 NOTICES

24.1 Delivery

Each notice or other communication required to be given to a party under or in connection with this deed shall be:

- (a) in writing;
- (b) delivered by hand, by pre-paid first-class post or other next working day delivery service; and
- (c) sent to:
 - (i) News UK at:
Address: 1 London Bridge Street, London SE1 9GF

For the attention of: [●]
 - (ii) The Telegraph at:
Address: 111 Buckingham Palace Road, London SW1W 0DT

For the attention of: Group Legal, with a copy to Nick Hugh
 - (iii) the Borrower at:
Address: 3 Marshalsea Road, London SE1 1EP

For the attention of: Damon Reeve

or to any other address or addressee as is notified in writing by one party to the others from time to time.

24.2 Notices to the Lenders

Any notice or other communication given by the Borrower to the Lenders under this deed shall be delivered to both Lenders in accordance with clause 24.1.

24.3 Notices to the Borrower

Any notice or other communication given by the Lenders to the Borrower under this deed shall be signed by or on behalf of each Lender and delivered to the Borrower in accordance with clause 24.1.

24.4 Receipt

Any notice or other communication given by a party under this deed shall be deemed to have been received:

- (a) if delivered by hand, at the time it is left at the relevant address; and
- (b) if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting.

A notice or other communication given as described in clause 24.4(a) on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

24.5 No notice by email

A notice or other communication given under or in connection with this deed is not valid if sent by email.

24.6 Service of proceedings

This clause 24 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

25 GOVERNING LAW AND JURISDICTION

25.1 Governing law





This deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

25.2 Jurisdiction

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED as a DEED by
NEWS UK & IRELAND LIMITED
acting by Michael Gill (a director)
and David Dinsmore (a director):

) 
) director 
) 
)
) director 

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Barbara Waite



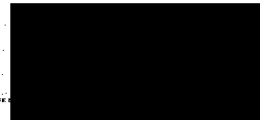
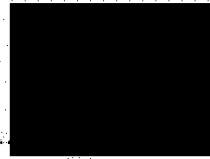
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EXECUTED as a DEED by)
TELEGRAPH MEDIA GROUP LIMITED)

acting by)
)

a director, in the presence of:)



director

Witness' signature:

Witness' name (in BLOCK CAPITALS):

CLAIRE PAPE

Witness' address:

