

Company No. 451593

*Certified a true copy*  
*Clifford Chance*  
*9.4.97*

THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS IN WRITING

of

TELEGRAPH GROUP LIMITED



WE, being all the members of the Company who at the date of these resolutions are entitled to attend and vote at a general meeting of the Company, RESOLVE, in accordance with section 381A of the Companies Act 1985 (the "Act"), AS FOLLOWS:

1. **THAT**, subject to compliance with sections 155 to 158 of the Act, the giving by the Company of financial assistance for the purpose of the acquisition by First DT Holdings Limited ("**FDTH**") of shares in the capital of the Company in the form described in the statutory declaration sworn by the directors of the Company pursuant to section 155(6)(a) of the Act on 3 April 1997, being:
  - (a) the Company guaranteeing the full and prompt payment of all the obligations of Hollinger Canadian Publishing Holdings Inc. ("**HCPH**") and any wholly-owned subsidiary of HCPH that is acceptable to Toronto-Dominion (Texas) Inc. and executes the Assumption Agreement as defined in the Credit Agreement (the "**Acquisition Borrower**") pursuant to the Amended and Restated Credit Agreement dated as of 7 April 1997 among, inter alia, Hollinger International Publishing Inc. ("**Publishing**"), HCPH, the Company, the Acquisition Borrower, the Lenders (as defined therein) and Toronto Dominion (Texas) Inc. as administrative agent (the "**Administrative Agent**") (the "**Credit Agreement**") in the terms of clause 15 of the Credit Agreement
  - (b) the Company subordinating its right to payment under a promissory note to be issued by FDTH to the Company on or before 7 April 1997 in the principal amount

of £40,659,566.01 pursuant to a Subordination Agreement dated as of 7 April 1997 among, inter alia, DT Holdings Limited ("**DTH**"), FDTH, Publishing, the Company, Telegraph Australian Holdings Limited ("**TAHL**"), Deedtask Limited ("**Deedtask**") and the Administrative Agent.

- (c) the Company pledging to the Administrative Agent for the benefit of the Lenders all of its right, title and interest in certain securities held by the Company (including certain shareholdings held by the Company and inter-company loan notes outstanding to its benefit) for the purpose of securing the obligations of the Company under the Credit Agreement in the terms of the UK Subsidiary Pledge Agreement dated as of 7 April 1997 among, inter alia, the Company, Deedtask, Creditscheme Limited ("**Creditscheme**") and TAHL (the "**UK Subsidiary Pledge Agreement**"); and
- (d) the Company granting security by way of fixed and floating charge over all its present and future material assets (other than real property), in each case whenever acquired and wherever located, for the obligations of the Company pursuant to the Credit Agreement in the terms of the UK Security Agreement dated as of 7 April 1997 among, inter alia, the Company, Deedtask, Creditscheme and TAHL (the "**UK Security Agreement**"),

be and is hereby approved.

2. **THAT**, subject to compliance with sections 155 to 158 of the Act, the giving by Deedtask, the Company's subsidiary, of financial assistance for the purpose of the acquisition by FDTH of shares in the capital of the Company in the form described in the statutory declarations sworn by the directors of the Company pursuant to Section 155(6)(b) of the Act on 3 April 1997, being:

- (a) Deedtask guaranteeing the full and prompt payment of all the obligations of the Acquisition Borrower, the Company and HCPH pursuant to the Credit Agreement in the terms of the UK Subsidiary Guaranty dated as of 7 April 1997 among, inter alia, DTH, FDTH, Deedtask, Creditscheme and TAHL (the "**UK Subsidiary Guaranty**");
- (b) Deedtask pledging to the Administrative Agent for the benefit of the Lenders all of its right, title and interest in certain securities held by Deedtask (including certain shareholdings held by Deedtask and inter-company loan notes outstanding to its

benefit) for the purpose of securing its obligations under the UK Subsidiary Guaranty;

- (c) Deedtask granting security by way of fixed and floating charges over all its present and future material assets (other than real property), in each case whenever acquired and wherever located, for the purpose of securing its obligations pursuant to the UK Subsidiary Guaranty in the terms of the UK Security Agreement; and
- (d) Deedtask agreeing to the subordination of its right to payment under a promissory note to be issued by the Company to Deedtask on or before 7 April 1997 in the principal amount of £1,695,546 on the terms and conditions of the Subordination Agreement dated as of 7 April 1997 among, inter alia, FDTH, DTH, Publishing, the Company, TAHL and the Administrative Agent (the "Subordination Agreement").

be and is hereby approved.

3. **THAT**, subject to compliance with sections 155 to 158 of the Act, the giving by Creditscheme Limited, the Company's subsidiary, of financial assistance for the purpose of the acquisition by FDTH of shares in the capital of the Company in the form described in the statutory declarations sworn by the directors of the Company pursuant to Section 155(6)(b) of the Act on 3 April 1997, being,

- (a) Creditscheme guaranteeing the full and prompt payment of all the obligations of the Acquisition Borrower, the Company and HCPH pursuant to the Credit Agreement in the terms of the UK Subsidiary Guaranty;
- (b) Creditscheme pledging to the Administrative Agent for the benefit of the Lenders all of its right, title and interest in certain securities held by Creditscheme (including certain shareholdings held by Creditscheme and inter-company loan notes outstanding to its benefit) for the purpose of securing its obligations under the UK Subsidiary Guaranty in the terms of the UK Subsidiary Pledge Agreement; and
- (c) Creditscheme granting security by way of fixed and floating charges over all its present and future material assets (other than real property), in each case whenever acquired and wherever located, for the purpose of securing its obligations pursuant to the UK Subsidiary Guaranty in the terms of the UK Security Agreement,

be and is hereby approved.

4. **THAT**, subject to compliance with sections 155 to 158 of the Act, the giving by Telegraph Australian Holdings Limited, the Company's subsidiary, of financial assistance for the purpose of the acquisition by FDTH of shares in the capital of the Company in the form described in the statutory declarations sworn by the directors of the Company pursuant to Section 155(6)(b) of the Act on 3 April 1997, being:

- (a) TAHL guaranteeing the full and prompt payment of all the obligations of the Acquisition Borrower, the Company and HCPH pursuant to the Credit Agreement in the terms of the UK Subsidiary Guaranty;
- (b) TAHL pledging to the Administrative Agent for the benefit of the Lenders all of its right, title and interest in certain securities held by TAHL (including its holding of inter-company loan notes outstanding to its benefit) for the purpose of securing its obligations under the UK Subsidiary Guaranty in the terms of the UK Subsidiary Pledge Agreement;
- (c) TAHL granting security by way of fixed and floating charge over all its present and future material assets (other than real property), in each case whenever acquired and wherever located, for the purpose of securing its obligations pursuant to the UK Subsidiary Guaranty in the terms of the UK Security Agreement; and
- (d) TAHL agreeing to the subordination of its right to repayment under two promissory notes, one in the principal amount of £117,968,042.81 and the other in the principal amount of £87,674,753.08 both to be issued by FDTH on or before 7 April 1997 and to the subordination of its right to repayment under three promissory notes issued by the Company to TAHL in the principal amounts of £4,842,094.33, £6,260,347.39 and £24,442,655 respectively on or before 7 April 1997 on the terms and conditions of the Subordination Agreement.

be and is hereby approved.

These written resolutions take effect as special resolutions.

SIGNATURE:

 DWC

for and on behalf of **First DT Holdings Limited**

DATE:

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SIGNATURE:

Daniel W. Cohen

DWC

for and on behalf of TelHoldco Inc

DATE:

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SIGNATURE:

Daniel W. Cohen

for and on behalf of Hollinger International Publishing Inc

DATE:

~~Daniel W. Cohen~~ <sup>DWC</sup>

DWC

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