

M

CHFP025

Please do not
write in
this marginPlease complete
legibly, preferably
in black type, or
bold block lettering*insert full name
of Company

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

1317

451593

Name of company

* Telegraph Group Limited (the "Company")

Date of creation of the charge

30 July 2004

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

Legal charge over property (the "Charge")

Amount secured by the mortgage or charge

Please see annexure 1

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

The Governor and Company of the Bank of Scotland acting in its capacity as Security Trustee
through its branch at New Ueberior House, 11 Earl Grey Street, Edinburgh EH3 9BN

Postcode

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

DLA LLP
101 Barbirolli Square
Manchester
M2 3DL

Ref: MC/JMS/61249/120034

Time critical reference

For official Use
Mortgage Section

Post room

A10
COMPANIES HOUSE0405
11/08/04

Please see annexure 2

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)

Nil

Signed DLA LLP

Date 10 AUGUST 2004

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 CF14 3UZ

TELEGRAPH GROUP LIMITED

Annexure 1 to Form M395

Amount secured by mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Company to the Security Trustee (whether on its own account or on behalf of any of the Finance Parties) or to the other Finance Parties (or any of them) under or pursuant to any Finance Document to which the Company is a party (including all monies covenanted to be paid under the Charge) (the "**Secured Obligations**") provided that no obligation or liability shall be included in the definition of "**Secured Obligations**" to the extent that, if it were so included, the Charge (or any part of it) would constitute unlawful financial assistance within the meanings of sections 151 and 152 of the Companies Act 1985.

Capitalised terms shall have the meanings given to them in Annexure 3.

TELEGRAPH GROUP LIMITED

Annexure 2 to Form M395

Short particulars of all the property mortgaged or charged:

1. FIXED SECURITY

The Company charges and agrees to charge all the present and future right, title and interest of the Company by way of first legal mortgage the Property.

2. UNDERTAKINGS

2.1 Restrictions on dealing

The Company shall not:

- 2.1.1 create or permit to subsist any Security upon any of the Security Assets; or
- 2.1.2 sell, transfer or otherwise dispose of any of the Security Assets on terms whereby they are or may be leased or re-acquired by the Company; or
- 2.1.3 enter into any other preferential arrangement having similar effect,

provided that if the Agent shall have consented to such arrangement pursuant to the terms of the Facilities Agreement, the consent of the Security Trustee shall be deemed to have been given.

Clauses 2.1.1 to 2.1.3 (inclusive) do not apply to Permitted Security or any Permitted Disposal.

Capitalised terms shall have the meanings given to them in Annexure 3.

TELEGRAPH GROUP LIMITED

Annexure 3 to Form M395

In this Form M395 (1) terms defined in or construed for the purposes of the Facilities Agreement (as defined below) have the same meanings when used herein, unless they are otherwise defined below or in the Form M395 and (2) the following terms have the following meanings:

"Facilities Agreement" means the facilities agreement dated 22 June 2004 and made between the Original Borrower (1), the Original Guarantor (2) and The Governor and Company of the Bank of Scotland as arranger, original lender, agent and security trustee (3), pursuant to which the Original Lender agreed to make certain facilities available to the Borrowers;

"Property" means:

1. The freehold property known as the Seamans Institute and Rest, West Ferry Road registered at the Land Registry under title number EGL238635;
2. The leasehold property known as West Ferry Printing Site as more particularly described in a lease dated 27 March 1986 and made between (1) The Docklands Development Corporation and (2) The Daily Telegraph plc registered at the Land Registry under title number EGL 176954;
3. The freehold land described as car park land adjacent to the Millwall Outer Dock (also known as the West Ferry Printing Site) registered at the Land Registry under title numbers LN157131, LN143508, LN217390, LN77206 and EGL238634; and
4. The leasehold property known as Dollar Bay Car Park as more particularly described in a lease dated 31 March 2000 between (1) Dollar Bay Developments Limited and (2) Telegraph Group Limited registered at the Land Registry under title number EGL406102,

in each case together with:

- (i) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;
- (ii) all easements, rights and agreements in respect thereof;
- (iii) all proceeds of sale of that property; and
- (iv) the benefit of all covenants given in respect thereof;

"Security Assets" means all property and assets from time to time charged or assigned (or expressed to be charged or assigned) by or pursuant to the Charge; and

"Security Trustee" means The Governor and Company of the Bank of Scotland as security trustee for the Finance Parties on the terms set out in the Security Trust Deed (as defined in the Facilities Agreement).

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00451593

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 30th JULY 2004 AND CREATED BY TELEGRAPH GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND AS SECURITY TRUSTEE OR TO THE OTHER FINANCE PARTIES (OR ANY OF THEM) UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 11th AUGUST 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16th AUGUST 2004.

Pangela



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES