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COMPANIES FORM No. 395

Particulars of a mortgage or charge

Royal bank
of Canada
£10
000002

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block letteringTo the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

451593

Name of company -

* insert full name
of Company

* TELEGRAPH GROUP LIMITED (the "Charge")

Date of creation of the charge

30 April 1999

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

Please see Rider 1

Amount secured by the mortgage or charge

Please see Rider 2

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

TORONTO DOMINION (TEXAS) INC.

909 FANNIN, SUITE 1700, HOUSTON, TEXAS 770100

Postcode

Presentor's name address and
reference (if any):STI KEMAN ELLIOTT
REGIS HOUSE
45 KING WILLIAM ST
LONDON
ECHR 9AN

Time critical reference

For official Use
Mortgage SectionPMO *PEQ0AGFY* 65
COMPANIES HOUSE 18/05/99

COMPANIES HOUSE 24/05/99

COMPANIES HOUSE 18/05/99

Please see Rider 3

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 Stewart Elliott

Date 18 May 1999

On behalf of ~~/company/~~ ~~[mortgagee/chargee]~~†

† 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 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

Rider 1

Description of the instrument creating the charge

Supplemental Deed to the Debenture creating Fixed and Floating Charges dated 7 April 1997 (the "Debenture") between Toronto Dominion (Texas), Inc. (the "Administrative Agent"), Telegraph Group Limited (the "Chargor"), Creditscheme Limited ("Creditscheme") and Deedtask Limited ("Deedtask") dated 30 April, 1999 (the "Supplemental Deed to the UK Security Agreement").

Rider 2

Amount secured

all obligations (monetary or otherwise) of the Chargor howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, existing on or after 7 April 1997 or due or to become due which arise out of or in connection with, in the case of the Chargor, the Fourth Amended and Restated Credit Agreement dated as of 30 April 1999 between the Company, the Chargor, Hollinger International (Canada) Holdings Co. ("Canada Holdings"), Southam Inc. ("Southam"), HIF Corp., Hollinger Canadian Publishing Holdings Inc. ("HCPH"), the financial institutions party thereto (together with their respective successors and assigns, collectively the "Lenders" and each individually a "Lender"), the Administrative Agent, the Toronto Dominion Bank as issuing bank (in such capacity, the "Issuing Bank") together with all amendments and other modifications, if any, from time to time made thereto (the "Amended and Restated Credit Agreement") (save that for the purpose of this definition there shall be excluded therefrom any liabilities and/or obligations, of the Company, HIF Corp and Canada Holdings), in the case of Creditscheme and Deedtask, the UK Subsidiary Guaranty, and in the case of the Chargor, Creditscheme and Deedtask the Debenture (as amended) (the "Amended Debenture") any other Loan Document or any other document or instrument executed in connection therewith (including any Hedging Agreement entered into with any Person who at the time such Hedging Agreement is entered into is a Lender or an affiliate thereof) (the "Secured Liabilities").

Please see Schedule of Definitions

Rider 3

Description of the property charged

1. Charge

In Section 3 of the Amended Debenture, the Chargor with full title guarantee and as a continuing security for, the payment and discharge of the Secured Liabilities, charges in favour of the Administrative Agent:

- (a) by way of fixed charge:

- (i) all the right, title and interest of the Chargor to and in all plant and machinery now or at any time hereafter vested in or held by or on behalf of the Chargor and all related spare parts, fuels, equipment and tools but excluding any plant and machinery for the time being forming part of the Chargor's stock in trade or work in progress;
 - (ii) all rights in Intellectual Property or similar rights now or hereafter belonging to the Chargor;
 - (iii) all present and future goodwill and uncalled capital for the time being of the Chargor;
 - (iv) all bills of exchange, promissory notes and negotiable instruments of any description now or at any time hereafter beneficially owned by the Chargor;
 - (v) all the right, title and interest of the Chargor to and in the Debts and the benefit of all rights, securities and guarantees of any nature whatsoever now or any time enjoyed or held by the Chargor;
 - (vi) any deposits, margins, commissions or other rights of the Chargor to any commodities and any contract or option relating thereto (whether present or future) and any guarantee or security relating thereto whether held by or placed or contracted with the Agent or any other person from time to time;
 - (vii) all loan capital, indebtedness or liabilities both present and future on any account or in any manner owing to the Chargor from any company which now is or may in the future become a Subsidiary of the Chargor; and
 - (viii) all amounts realised by an administrator or liquidator of the Chargor upon the enforcement or execution of any order of the Court under Part IV of the Insolvency Act 1986.
- (b) by way of floating charging all the undertaking and all the assets, rights and income of the Chargor both present and future not otherwise effectively charged pursuant to (a).
- (c) the charges created by Clause 3.1 of the Amended Debenture shall constitute first fixed charges. The charge created by Clause 3.2 of the Amended Debenture shall be a first floating charge unless and until it is converted into a fixed charge pursuant to Clause 5 of the Amended Debenture or by operation by law.

2. Restrictions on Dealing

- 2.1 In Section 4 of the Amended Debenture the Chargor represents, warrants and undertakes to the Administrative Agent that save with the prior written consent of the Administrative Agent:

- (a) it is and will be the sole beneficial owner of all the Security Assets free from Liens other than Permitted Liens and will not create or attempt to create or permit to arise or subsist any Lien on any of the Security Assets other than Permitted Liens;
- (b) it has not sold or agreed to sell or otherwise disposed of or agreed to dispose of and will not at any time during the subsistence of the Amended Debenture sell, assign, part with, transfer, lease, licence or otherwise dispose of the benefit of all or any of the Chargor's right, title and interest in and to the Security Assets or any material part of them (save as permitted by the Amended and Restated Credit Agreement and until such time as the floating charge created by Clause 3.2 of the Amended Debenture has been converted into a fixed charge pursuant to Clause 5 of the Amended Debenture or by operation of law) and will not agree to or grant any option in respect of any of the foregoing; and
- (c) (save as permitted by the Amended and Restated Credit Agreement) it will not release, set off, compound or deal with the Debts otherwise than by getting in and realising the same in the ordinary and proper course of its trading business (and for this purpose the realisation of debts by means of block discounting, factoring or the like shall not be regarded as dealing in the ordinary and proper course of its trading business) and shall at any time after the occurrence of and during the continuance of an Event of Default on demand by the Administrative Agent execute a legal assignment to the Administrative Agent of any of the Debts in the form required by the Administrative Agent.

3. Conversion of Floating Charge

- 3.1 Pursuant to Section 5 of the Amended Debenture, the Administrative Agent may at any time by notice in writing to the Chargor convert the floating charge referred to in Clause 3.2 of the Amended Debenture into a fixed charge as regards any of the Security Assets specified in the notice which the Administrative Agent shall reasonably consider to be in danger of being seized or sold under any form of distress, attachment, execution, diligence or other process levied or threatened or to be otherwise in jeopardy and may, at any time following the occurrence of an Event of Default, appoint a Receiver thereof.
- 3.2 The floating charge created by the Amended Debenture shall automatically and without notice be converted into a fixed charge in respect of any Security Assets subject to it:

- (a) which shall become subject to an Lien other than a Permitted Lien or to a disposition contrary to the provisions of Clause 4 of the Amended Debenture; or
- (b) if and when any person levies or notifies the Chargor that it intends to levy any distress, execution, sequestration or other process against those Security Assets (save where the same are vexatious or frivolous); or
- (c) if and when the Chargor shall cease to carry on business or to be a going concern; or
- (d) if an Event of Default has occurred and is continuing; or
- (e) if any of the Secured Liabilities become due and outstanding prior to their stated maturity.

4 Representations, Warranties and Covenants by the Chargor

In Section 4 of the Supplemental Deed to UK Security Agreement, the Chargor represents and warrants to the Administrative Agent for the benefit of the Lenders in the terms set forth in Clause 6.1 of the Debenture and as if references therein to the Debenture were to the Amended Debenture.

Section 6 of the Amended Debenture reads:

- 4.1 The Chargor represents and warrants to the Administrative Agent and undertakes that:
- (a) it has and will at all times have the necessary power to enter into and perform its obligations under the Amended Debenture;
 - (b) the Amended Debenture constitutes its legal, valid, binding and enforceable obligation (subject, with respect to enforceability, to all bankruptcy, insolvency, liquidation, reorganisation and other laws of general application relating to or affecting the rights of creditors) and is a security over the Security Assets and every part thereof effective in accordance with its terms;
 - (c) all necessary authorisations and consents to enable or entitle it to enter into the Amended Debenture have been obtained and will remain in full force and effect during the subsistence of the security constituted by the Amended Debenture;
 - (d) the Chargor has acquired and maintained all Environmental Licences required by its use of occupation of its properties and premises or for the conduct of its business as it has been and is currently being carried

on and has complied with all terms and conditions relating thereto and with all other applicable Environmental Laws which would have a material adverse effect on the Chargor's ability to perform its material obligations under the Amended Debenture or any other Loan Document and has not done or permitted any act or omission whereby any such Environmental Licence would be liable to be varied or revoked save where the consequences of such revocation or variation would not have a material effect on the Chargor's ability to perform its obligations under the Amended Debenture or any other Loan Document;

- (e) there has been no discharge, spillage, release or emission of any prescribed, dangerous, noxious or offensive substance or any controlled waste on, into or from any of its properties or premises or, in so far as the Chargor is aware, any premises adjoining any of them which would have a material adverse effect on the Chargor's ability to perform its material obligations under the Amended Debenture or any other Loan Document and so such substances or any controlled waste have been stored or disposed of on or in any of its properties or premises or, in so far as the Chargor is aware, any premises adjoining them except in accordance with the requirement of applicable Environmental Laws;
- (f) the Chargor is not in breach of and has not incurred or become subject to any civil or criminal liability under any Environmental Law or the terms of any Environmental Licence which would have a material adverse effect on the Chargor's ability to perform its obligations under the Amended Debenture or any other Loan Document;
- (g) the Chargor has obtained and maintained all such insurance policies in the manner contemplated by Section 10.3 of the Amended and Restated Credit Agreement.

4.2 Save with the prior written consent of the Administrative Agent, the Chargor covenants with the Administrative Agent:

Security Assets

- (a) to keep all tangible Security Assets in good and substantial repair and in good working order and condition (fair wear and tear excepted) and to observe perform and comply with the restrictive and other covenants and stipulations affecting the same or contained in any lease or rental agreement or otherwise affecting any of the Security Assets or their use or enjoyment to the extent that the same are material provided that any non-compliance or non-performance by the Chargor of any such covenant or stipulation considered by the Chargor not to be material would not result in

the termination or forfeiture of any right, title or interest affecting any of the Security Assets or their use or enjoyment;

- (b) subject to Clause 4.1(b) of the Amended Debenture, not to do or permit any act or omission whereby any Security Asset may be surrendered or forfeited or the Chargor's interest or estate in or title to or the value thereof may be adversely affected or whereby the rent under any lease, credit, sale, rental, time purchase, licence or like grant may be increased;
- (c) not to do or suffer or omit to be done any act, matter or thing in relation to the Security Assets which in the Administrative Agent's opinion would materially adversely affect the value of the Security Assets or whereby any statutory instrument, consent, licence, obligation or regulation shall or may be infringed;
- (d) duly and punctually to pay or cause to be paid all existing and future rents, rates, taxed, charges, duties, assessments and other outgoings payable in respect of the Chargor's business, property and assets; provided, however, that the foregoing shall not require the Chargor to pay any such sums so long as it shall contest the validity thereof in good faith by appropriate proceedings and shall set aside on its books adequate reserves with respect thereto;
- (e) not to enter into onerous or restrictive obligations affecting the Security Assets or any part thereof or create or permit to arise any overriding interest or any easement or right whatsoever in or over them if to do so would have a material adverse effect on the value of any of the Security Assets;

Insurances

- (f) to insure and keep insured the Security Assets in the manner contemplated by Section 10.3 of the Amended and Restated Credit Agreement and shall duly and promptly pay all premiums and other monies necessary for effecting and maintaining such insurances and produce to the Administrative Agent the receipts for the current premiums within 14 days after their becoming due;
- (g) to comply in all material respects with the terms and conditions of the above insurance policies including any stipulations or restrictions as to use or operation of any asset and not to do or (insofar as within its power to prevent the same) permit anything to be done which may make void or voidable any such insurance;

Access

- (h) to permit the Administrative Agent and/or its representatives or agents free access to inspect and take copies and extracts from the books, accounts and records of the Chargor and such other documents as the Administrative Agent may require in the manner contemplated by Section 10.2 of the Amended and Restated Credit Agreement and pay all reasonable expenses incurred by the Administrative Agent in connection therewith;
- (i) to grant the Administrative Agent or its legal or other advisors on request all reasonable facilities to enable it or them to carry out at the Chargor's expense such investigation of title to any Security Assets and enquiries into matters in connection therewith as would be carried out by a prudent mortgage;

The Intellectual Property

- (j) to use its reasonable endeavours to detect any infringement of the Intellectual Property and if it shall become aware of such infringement at once to give the Administrative Agent all information in its possession with regard thereto and at the request of the Administrative Agent but at its own cost to commence and diligently prosecute or permit the Administrative Agent in the name but at the expense of the Chargor to commence and prosecute all proceedings necessary to prevent such infringement or to recover damages in respect thereof;
- (k) to lodge all notices, complete all filings and registrations and do all other acts as may be necessary to ensure that the Intellectual Property to which the Chargor is or may become entitled is valid and subsisting and remains vested in the Chargor and to take all such actions and proceedings as are necessary to protect such Intellectual Property and if any or all such Intellectual Property shall at any time become void to lodge all notices and do all other acts as may be necessary to restore such Intellectual Property to the Chargor and in particular to pay all such fees as may be necessary for all of the above purposes at least 14 days before the same shall become due;

Leases

- (l) in relation to any lease or rental agreement to which the Security Assets may be subject for the time being, to observe and perform the covenants on the part of the lessor, or as the case may be, lessee therein and to enforce the performance and observance of the lessee's, or as the case may be, lessor's covenants and conditions contained therein and, as lessor, diligently and effectively to manage the premises thereby demised;

Compliance with Laws

- (m) to comply in all material respects with the provisions of all present or future statutes and every notice, order, direction, licence, consent or permission given or made hereunder (including all applicable Environmental Laws and Environmental Licences) and the requirements of any competent authority so far as any of the same shall relate to its assets or their use or anything done on its properties or premises;

Planning

- (n) not to make any application for planning permission or implement any planning permission, and not to enter into or agree to enter into any agreement under Section 106 of the Town and Country Planning Act 1990 or Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 or Section 38 of the Highways Act 1980 or any other similar Act if to do so would have a material adverse effect on the value of the Security Assets, and in particular not to do or suffer to be done any act, matter or thing prohibited by, or omit or suffer to be omitted any act matter or thing required to be done by, the Planning Acts or any other Act or statutory provision whatsoever, or which shall contravene any such Act or provision, and will at all times indemnify and keep indemnified the Administrative Agent on a full indemnity basis against all actions, proceedings, costs, expenses, claims and demands in respect of any contravention of any such Act or provision;

Notices

- (o) within four days of the receipt of any notice, order, direction, designation, resolution or proposal having application to the Security Assets or to the area in which they are situate from any Planning Authority or other public body or authority under or by virtue of the Planning Acts or any Environmental Law or any other statutory power, to give full particulars (and, if requested, a copy of any written particulars received by the Chargor) to the Administrative Agent and without delay to take all reasonable and necessary steps to comply therewith and/or at the request of the Administrative Agent and at the expense of the Chargor to make such objections or representations against or in respect thereof as the Administrative Agent shall reasonably deem expedient;

Deposit of Deeds

- (p) if the Administrative Agent so requires, to deposit with the Administrative Agent all deeds and documents of title and the like relating to the Security Assets, and the insurance policies relating thereto, and all certificates and other documents of title or evidence of ownership in relation thereto, and shall execute and deliver to the Administrative Agent all such transfers and other documents as may be necessary to enable the Administrative Agent to be registered as the owner thereof or otherwise obtain legal title thereto

and all other such documents relating to the Security Assets as the Administrative Agent may require;

General

- (q) to conduct and carry out its business in a proper and efficient manner and keep or cause to be kept proper books of account relating to such business and not make any material alteration in the nature of such business which would constitute a change from that carried on at the date of this Amended Debenture; and
 - (r) if the Administrative Agent so requires, to give to the Administrative Agent evidence sufficient to satisfy it that the provisions of Clause 4.2 of the Amended Debenture have been complied with.
- 4.3 The Chargor shall on demand indemnify and keep the Administrative Agent indemnified on a full indemnity basis in respect of all actions, proceedings, demands, costs and expenses occasioned by any breach of any of its covenants or other obligations under the Amended Debenture together with interest at the Default Rate from the date of payment by the Administrative Agent until repayment whether before or after judgment and any costs, damages, expenses and other liabilities incurred or sustained by the Administrative Agent by reason of any such breach shall be charged on the Security Assets.
- 4.4 None of the covenants in Clause 6 of the Amended Debenture shall be construed as limiting any powers exercisable by any Receiver under the Amended Debenture.
- 5 Further Assurances**
 - 5.1 In Section 19 of the Amended Debenture the Chargor agrees that upon demand by the Administrative Agent from time to time it shall execute and deliver a formal assignment of all or any part of the Security Assets not now in existence and of any sums payable thereunder and that pending any such assignment the Chargor shall hold the same upon trust for the Administrative Agent and subject to the provisions of the Amended Debenture.
 - 5.2 Without prejudice to anything else contained in the Amended Debenture, the Chargor shall at any time at the request of the Administrative Agent but at the cost of the Chargor promptly sign, seal, execute, deliver and do all deeds, instruments, notices, documents, acts and things in such form as the Administrative Agent may from time to time require for perfecting or protecting the security over the Security Assets or any part of them or for facilitating their realisation and the exercise of all powers, authorities and discretions vested in the Administrative Agent or any Receiver.

6 Further Assurance

The Administrative Agent, on behalf of the Lenders, agrees, at the cost and expense of the Borrowers, to execute and deliver such further documents as may be necessary to effect the release and discharge contemplated by the Supplemental Deed to UK Security Agreement.

7. Appointment of a Receiver

Under Clause 12 of the Amended Debenture, the Administrative Agent has the right to appoint a Receiver at any time after the security constituted by the Amended Debenture has become enforceable or if the Chargor so requests in writing without further notice to the Chargor.

SCHEDULE OF DEFINITIONS

In this Form 395:

"Acceptance" means a bill of exchange drawn by the applicable Borrower in Canadian Dollars in such form as the Canadian Lenders may require and accepted by the Canadian Lenders for discount in Canada in accordance with Section 3 of the Amended and Restated Credit Agreement and includes a depository bill made originally payable to and deposited with The Canadian Depository for Securities Limited pursuant to the Depository Bills and Notes Act (Canada) and includes Tranche C Acceptances and Tranche D Acceptances.

"Affiliate" means, with respect to any specified Person, (a) any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person or (b) any other Person that owns, directly or indirectly, 10% or more of such Person's equity ownership or Voting Stock or any officer or director of any such Person or other Person or with respect to any natural Person, any Person having a relationship with such Person by blood, marriage or adoption not more remote than first cousin. For the purposes of this definition, "control" when used with respect to any specified Person means the power to direct the management and policies of such Person directly or indirectly, whether through ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Amendment Effective Date" has the meaning given thereto in Section 11.1 of the Amended and Restated Credit Agreement.

"Assignment Agreement" shall have the meaning ascribed in Section 14.9.1 of the Amended and Restated Credit Agreement.

"Borrower" means each of the Company, the Chargor, HCPH, Southam, HIFCorp. and Canada Holdings (referred to collectively as the **"Borrowers"**).

"Canadian Dollar" and **"Cdn\$"** mean the lawful currency of Canada.

"Canadian Lender" means each Lender designated as a **"Canadian Lender"** on Schedule 1.1 of the Amended and Restated Credit Agreement or pursuant to an Assignment Agreement.

"Canadian Guaranty" means any guaranty substantially in the form of Exhibit D-4 of the Amended and Restated Credit Agreement (with such changes therein as are acceptable to the Administrative Agent) which was executed pursuant to the terms of the Existing Credit Agreement or the Amended and Restated Credit Agreement (including each Canadian Guaranty dated the Amendment Effective Date referred to in Sections 11.1.5(d) and (c)) which may be executed from time to time by any Restricted Subsidiary organised under the laws of Canada or any Province thereof, as such guarantees may be amended, supplemented or otherwise modified from time to time.

"Canadian Pledge Agreement" means any pledge agreement substantially in the form of Exhibit E-10 or E-11 of the Amended and Restated Credit Agreement (with such changes therein as are acceptable to the Administrative Agent) which was executed pursuant to the terms of the Existing Credit Agreement or the Amended and Restated Credit Agreement including each Canadian Pledge Agreement referred to in Section 11.1.6(j) and (k) of the Amended and Restated Credit Agreement or which may be executed from time to time by any Restricted Subsidiary organised under the laws of Canada or any Province thereof, as such Canadian Pledge Agreements may be amended, supplemented or otherwise modified from time to time.

"Canadian Security Agreement" means any security agreement substantially in the form of Exhibit C-3 or C-4 of the Amended and Restated Credit Agreement (with such changes therein as are acceptable to the Administrative Agent) which was executed pursuant to the terms of the Existing Credit Agreement including each Canadian Security Agreement referred to in Section 11.1.7(c) and (d) of the Amended and Restated Credit Agreement or which may be executed from time to time by any Restricted Subsidiary organised under the laws of Canada or any Province thereof, as such Canadian Security Agreements may be amended, supplemented or otherwise modified from time to time.

"Canadian Subordination Agreement" means the Second Amended and Restated Subordination Agreement substantially in the form of Exhibit K-1 to the Amended and Restated Credit Agreement dated as of the Amendment Effective Date among Sterling Newspapers Company, UniMedia Groupe Inc., HCPH and the Administrative Agent, as amended, supplemented or otherwise modified from time to time.

"Collateral Documents" means each Security Agreement, each Pledge Agreement, each Subsidiary Note, each Subsidiary Security Agreement and any other document executed from time to time pursuant to which a Lien is granted in favour of the Administrative Agent to secure the obligations of any Borrower under the Loan Documents or the obligations of any other Obligor under any Loan Document to

which it is a party, including, any documents executed pursuant to Section 10.18, 10.27, 10.28 or 10.31 of the Amended and Restated Credit Agreement.

"Company" means Hollinger International Publishing Inc., a Delaware corporation.

"Debts" means all present and future book and other debts and other monies due, owing, payable or incurred to the Chargor, any amounts from time to time standing to the credit of any bank or other accounts of the Chargor and with the benefit of any guarantees, indemnities or other assurances against financial loss affecting any of the same and the benefit of any present or future insurance policies and all proceeds thereof and all things in action which may give rise to any debt, revenue or claim and any other rights relating thereto.

"Default" means the occurrence of any Event of Default.

"Default Rate" means the applicable rate specified in Section 5.1 of the Amended and Restated Credit Agreement.

"Draft" has the meaning ascribed to it in Section 3.1(a) of the Amended and Restated Credit Agreement.

"Environmental Laws" means all laws, directions and regulations and all codes of practice, circulars and guidance notes issued by any competent authority or agency (whether in the United Kingdom or elsewhere and whether or not having the force of law) concerning the protection of the environment or human health, including the conservation of natural resources, the production, storage, transportation, treatment, recycling or disposal of any waste or any noxious, offensive or dangerous substance or the liability of any person whether civil or criminal for any damage to or pollution of the environment or the rectification thereof or any related matters.

"DTH" means DT Holdings Limited, a Company incorporated under the laws of England and Wales.

"Environmental Licence" means any permit, licence, authorisation, consent or other approval required by any Environmental Law.

"Event of Default" means any of the events described in Section 12.1 of the Amended and Restated Credit Agreement.

"Existing Credit Agreement" means the Third Amended and Restated Credit Agreement dated as of 31 March 1998 between the Company, the Chargor, HCPH, various financial institutions, the Administrative Agent and the Issuing Bank, as amended or modified and in effect on the Amendment Effective Date.

"Financial Group" means the US Borrower and the Restricted Subsidiaries other than Southam Inc. and its subsidiaries.

"FDTH" means First DT Holdings Limited.

"FDTH Loan Note Deed Poll" means the Deed Poll dated August 8 1996, made between FDTH and the Toronto-Dominion Bank, London Branch under which the FDTH Loan Notes were constituted.

"FDTH Loan Note Guaranty" means the guaranty issued by the Toronto-Dominion Bank, London Branch on the terms of Clause 6 of the FDTH Loan Note Deed Poll in connection with the FDTH Loan Notes.

"FDTH Loan Notes" has the meaning ascribed thereto in the Scheme Documents.

"Guarantees" means the Hollinger International Guaranty, the US Subsidiary Guaranty, the UK Subsidiary Guaranty and each Canadian Guaranty.

"HCNLP" means Hollinger Canadian Newspapers Limited, Limited Partnership, a limited partnership established under the laws of the Province of Ontario, formed to carry out the Limited Partnership Transaction, and any Subsidiary thereof.

"Hedging Agreement" means any interest rate, currency or commodity swap agreement, interest rate cap agreement, interest rate collar agreement or other agreement or arrangement designed to protect a Person against fluctuations in interest rates, currency exchange rates or commodity prices.

"Hollinger International Guaranty" means the Third Amended and Restated Hollinger International Guaranty dated as of the Amendment Effective Date substantially in the form of Exhibit D-1 of the Amended and Restated Credit Agreement executed by Hollinger International Inc. and Canada Holdings in favour of the Lenders and the Administrative Agent, as further amended, supplemented or otherwise modified from time to time.

"Intellectual Property" means all patents (including applications, improvements, prolongations, extensions and rights to apply therefor), designs (whether registered or unregistered), copyrights, design rights, trade marks and service marks (whether registered or unregistered), utility models, trade and business names, know-how formulae, inventions, confidential information, trade secrets and computer software programmes and systems (including the benefit of any licences or consents relating to any of the above) and all fees, royalties or other rights derived therefrom or incidental thereto in any part of the world.

"Issuer" means the issuer of any of the shares or other securities representing all or any of the Securities.

"Jerusalem Post Note" means collectively, the Capital Note from the Palestine Post to the Company (as assignee of Hollinger International Inc.) dated 31 December, 1995 in the original principal amount of 44,978,242 New Israeli Shekels (NIS); the Capital Note dated June 30 1998 in the amount of NIS8,043,201; the Capital Note dated 4

September 1998 in the amount of NIS1,330,350; the Capital Note dated October 9 1998 in the amount of NIS3,076,000; the Capital Note dated 5 November 1998 in the amount of NIS2,514,060; the Capital Note dated November 17 1998 in the amount of NIS2,514,060 and the Capital Note dated December 4 1998 in the amount of NIS2,011,248 each in favour of American Publishing Holdings Inc. ("APHI") and any other promissory note which may be executed by the Palestine Post in favour of the Company, APHI or any other Restricted Subsidiary.

"JPEH" means Jerusalem Post Employees Holding (1983) Ltd., an Israeli corporation.

"JPPL" means Jerusalem Post Publications Limited, an Israeli corporation.

"Letter of Credit" means either (a) a standby letter of credit having terms and provisions which are permitted by the Amended and Restated Credit Agreement and which otherwise are reasonably satisfactory to the Issuing Bank or (b) the FDTH Loan Note Guaranty.

"Letter of Credit Application" means a letter of credit application in the form then used by the Issuing Bank for standby letters of credit (with appropriate adjustments to indicate that any letters of credit issued thereunder is to be issued pursuant to and subject to the terms and conditions of the Amended and Restated Credit Agreement.)

"Lien" means, when used with respect to any Person, any interest of any other Person in any real or personal property, asset or other right owned or being purchased or acquired by such Person, which secures payment or performance of any obligation and shall include any mortgage, lien, encumbrance charge or other security, interest of any kind, whether arising by contract, as a matter of law, by judicial process or otherwise.

"Limited Partnership Transaction" means the transaction whereby HCNLP acquires, holds and operates certain community newspaper assets acquired from HCPH and its Subsidiaries as described in the information circular dated April 1999.

"Loan Documents" means the Amended and Restated Credit Agreement, the Drafts, the Acceptances, the Guarantees, the Letter of Credit Applications, the Subordination Agreements and the Collateral Documents and the Hedging Agreements.

"LPA" means the Law of Property Act 1925.

"Obligor" means each Borrower, Hollinger International Inc. and each other Person (other than the Administrative Agent, any Lender or the Issuing Bank) from time to time obligated under any Loan Document.

"Palestine Post" means The Palestine Post Limited, an Israeli corporation.

"Permitted Liens" means those Liens permitted pursuant to Section 10.8 of the Amended and Restated Credit Agreement.

"Person" means any natural person, corporation, partnership, limited liability company, trust, association, governmental authority or unit, or any other entity, whether acting in an individual, fiduciary or other capacity.

"Planning Acts" means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991 and any other applicable statutes for the time being and from time to time in force in relation to the use and development of immovable property and any extant order or regulation made or confirmed under any of them.

"Pledge Agreement" means those pledge agreements described in Section 11.1.6 of the Amended and Restated Credit Agreement and each Canadian Pledge Agreement.

"Publishing Subordination Agreement" means the Amended and Restated Subordination Agreement dated as of the Amendment Effective Date among the Company, HCPH and the Administrative Agent substantially in the form of Exhibit K-2 of the Amended and Restated Credit Agreement as amended, supplemented or otherwise modified from time to time.

"Receiver" means any receiver or receiver and manager or administrative receiver appointed by the Administrative Agent over all or any of the Security Assets pursuant to the Amended Debenture whether alone or jointly with any other person and includes any substitute for any of them appointed from time to time.

"Restricted Subsidiary" means, initially, each Subsidiary of the Company existing on 30 April 1999 and any other Subsidiary designated from time to time by the Board of Directors of the Company, as a **"Restricted Subsidiary"** in accordance with Section 10.26 of the Amended and Restated Credit Agreement.

"Scheme" means the Acquisition in August, 1996 by FDTH of the publicly held shares of the Chargor, not owned by FDTH or any of its Affiliates which was effected by way of a "Scheme of Arrangement" under Section 425 of the Companies Act 1985.

"Scheme Circular" means the documents despatched, inter alia, to the Chargor's shareholders describing the Scheme and including the explanatory statement required by Section 426 of the Companies Act 1985.

"Scheme Documents" means the Scheme Circular and the documents despatched to the optionholders in connection with the option proposals contained therein.

"Security Agreements" means those described in Section 11.1.7 of the Amended and Restated Credit Agreement and each Canadian Security Agreement.

“Security Assets” means all the undertaking and the assets, rights and property of each of the companies party to the Amended Debenture which are the subject of any security created or purported to be created by the Amended Debenture and includes any part of or any interest in them.

“Subordination Agreements” means the Canadian Subordination Agreement, the Publishing Subordination Agreement, the UK Subordination Agreement and any other subordination agreement which may be executed from time to time by the Company or any Restricted Subsidiary in favour of the Administrative Agent.

“Subsidiary” means, any Person, a majority of the Voting Stock, membership interests or other equity interests (in the case of Persons other than corporations) of which is at the time owned, directly or indirectly, by the Company and/or its other Subsidiaries; provided that, notwithstanding the foregoing, HCPH will be a subsidiary so long as 50% of the Voting Stock is held, directly or indirectly by the Company and the remainder is held, directly or indirectly by Hollinger Inc. Unless the context otherwise requires, each reference to Subsidiaries herein shall be a reference to Subsidiaries of the Company provided that none of HCNLP, West Ferry Printers Limited, Trafford Park Printers Limited, Telegraph Connections Limited, The Newspaper Licensing Agency Limited, Brand Movers Limited, Lamponions Limited and Telegraph Events Limited and its Subsidiaries, Newsprint Management and Supply Services Limited, 8 West Newspaper Group Ltd., DTY Limited, ECO Log Environmental Risk Information Service Ltd, Fundata Canada Inc., and Info Mart Dialog Ltd. shall be deemed a Subsidiary of the Company for the purposes of the Amended and Restated Credit Agreement.

“Subsidiary Notes” means, collectively, (a) any promissory notes issued, on 7 April 1997 or in the future, by any Restricted Subsidiary of the Company in favour of the Company or another Restricted Subsidiary each substantially in form and substance satisfactory to the Administrative Agent and (b) the Jerusalem Post Note, and any extensions, renewals or amendments or any of the foregoing.

“Subsidiary Security Agreement” means, collectively, any security agreement or other security or collateral instrument or documents in form and substance approved by the Administrative Agent issued or given by any Restricted Subsidiary in favour of the Company or another Restricted Subsidiary as the case may be, to secure debt of such Restricted Subsidiary under a Subsidiary Note.

“TAHL” means Telegraph Australian Holdings Limited, a company incorporated under the laws of England and Wales and domesticated in the United States.

“Tranche C Acceptance” has the meaning ascribed to it in Section 2.1.3 of the Amended and Restated Credit Agreement.

“Tranche D Acceptance” has the meaning ascribed to it in Section 2.1.4 of the Amended and Restated Credit Agreement.

“UK Borrower” means Telegraph Group Limited.

“UK Subsidiary Guaranty” means the Amended and Restated Guaranty dated as of April 30, 1999 and executed by DTH, FDTH Creditscheme and Deedtask in favour of the Lenders and the Administrative Agent, as amended or otherwise modified from time to time.

“UK Subordination Agreement” means the Amended and Restated Subordination Agreement dated as of the Amendment Effective Date among DTH, FDTH, the Chargor, the Company, TAHL, Deedtask and the Administrative Agent, substantially in the form of Exhibit K-3 of the Amended and Restated Credit Agreement, as amended, supplemented or otherwise modified from time to time.

“US Subsidiary Guaranty” means the Second Amended and Restated Guaranty dated as of the Amendment Effective Date executed by the Restricted Subsidiaries of the Company incorporated in the United States and TAHL in favour of the Lenders and the Administrative Agent (as amended, supplemented or otherwise modified from time to time).

“Voting Stock” means the stock of the class or classes pursuant to which the holders thereof have the general voting power under ordinary circumstances to elect at least a majority of the board of directors, managers or trustees of a corporation (irrespective of whether or not at the time stock of any other class or classes shall have or might have voting power by reason of the happening of any contingency.)

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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 SUPPLEMENTAL DEED (TO THE DEBENTURE CREATING FIXED AND FLOATING CHARGES DATED 7 APRIL 1997) (AS DEFINED) DATED THE 30th APRIL 1999 AND CREATED BY TELEGRAPH GROUP LIMITED FOR SECURING ALL OBLIGATIONS (MONETARY OR OTHERWISE) OF THE CHARGOR HOWSOEVER CREATED ARISING OR EVIDENCED WHETHER DIRECT OR INDIRECT ABSOLUTE OR CONTINGENT EXISTING ON OR AFTER 7 APRIL 1997 OR DUE OR TO BECOME DUE WHICH ARISE OUT OF OR IN CONNECTION WITH IN THE CASE OF THE CHARGOR THE FOURTH AMENDED AND RESTATED CREDIT AGREEMENT IN THE CASE OF CREDITSCHEME AND DEEDTASK THE UK SUBSIDIARY GUARANTY AND IN THE CASE OF THE CHARGOR, CREDITSCHEME AND DEEDTASK THE DEBENTURE (AS AMENDED) ANY OTHER LOAN DOCUMENT OR ANY OTHER DOCUMENT OR INSTRUMENT EXECUTED IN CONNECTION THEREWITH (INCLUDING ANY HEDGING AGREEMENT ENTERED INTO WITH ANY PERSON WHO AT THE TIME SUCH HEDGING AGREEMENT IS ENTERED INTO IS A LENDER OR AN AFFILIATE THEREOF) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 18th MAY 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26th MAY 1999.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E