

# M

CHFP025

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this margin

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

\*insert full name  
of Company

COMPANIES FORM No. 395

Ac 00400107

## Particulars of a mortgage or charge

# 395

A fee of £13 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

[1][1][7]

00983376

Name of company

\* INDEPENDENT NEWS & MEDIA (UK) LTD (the "Company")

Date of creation of the charge

6 March 2009

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

5 A debenture dated 6 March 2009 (the "Debenture") made by the Companies in  
favour of Allied Irish Banks, p.l.c. as Security Agent for the Secured  
Parties (the "Security Agent").

Amount secured by the mortgage or charge

T  
+  
10 See Schedules 1 (Definitions) and 2 (Amount secured by the Mortgage or  
Charge).

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

A See Schedule 3 (Names and addresses of the mortgagees or persons entitled  
to the charge).

Postcode

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

(via CH London Counter)  
Clifford Chance LLP  
10 Upper Bank Street  
London  
E14 5JJ

For official Use (06/2005)  
Mortgage Section

Post room

FRIDAY



\*L8G068BY\*

LD2

20/03/2009

196

COMPANIES HOUSE

Time critical reference

004859/70-40388416

Short particulars of all the property mortgaged or charged

See Schedules 1 (Definitions) and 4 (Short Particulars of all the Property Charged).

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)

None

Signed Clifford Chance

Date 20 March 2009

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

*A fee 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

**SCHEDULES TO FORM 395 RELATING TO THE DEBENTURE ENTERED INTO BY THE  
COMPANIES DATED 6 MARCH 2009**

**SCHEDULE 1**

**DEFINITIONS**

In this form 395:

**"2005 Facilities Agreement"** means the means the facilities agreement dated 9 September 2005 in respect of €440,000,000 committed multicurrency term and revolving facilities and made between Independent News & Media PLC, certain subsidiaries of Independent News & Media PLC (as borrowers), certain subsidiaries of Independent News & Media PLC (as guarantors), Allied Irish Banks, p.l.c., ANZEF Limited (whose commitment was previously held by Australia and New Zealand Banking Group Limited), The Governor and Company of the Bank of Ireland, Barclays Bank Ireland PLC, Barclays Bank PLC, BNP Paribas, KBC Bank Ireland p.l.c. (formerly IIB Bank p.l.c.), Lloyds TSB Bank plc and Ulster Bank Ireland Limited (as original lenders and/or mandated lead arrangers) and Lloyds TSB Bank plc (as agent), as amended and restated on 30 July 2007 and as further amended on 5 September 2008 and 30 December 2008.

**"2005 Facility Finance Documents"** means the "Finance Documents" as defined in the 2005 Facilities Agreement.

**"2007 Facility Agreement"** means the facility agreement dated 18 July 2007 in respect of a €200,000,000 committed revolving facility and made between Independent News & Media PLC (as borrower), Lloyds TSB Bank plc and The Governor and Company of the Bank of Ireland (as original lenders and mandated lead arrangers) and Lloyds TSB Bank plc (as agent), as amended by a syndication and amendment Agreement dated 30 July 2007 and as further amended and restated by a supplemental agreement dated 5 September 2008 and as further amended on 30 December 2008.

**"2007 Facility Finance Documents"** means the "Finance Documents" as defined in the 2007 Facility Agreement.

**"2008 Facility Agreement"** means the facility agreement dated 26 August 2008 in respect of a €105,000,000 committed multicurrency revolving facility and made between Independent News & Media PLC, certain subsidiaries of Independent News & Media PLC (as borrowers), certain subsidiaries of Independent News & Media PLC (as guarantors), Allied Irish Banks, p.l.c., ANZ Bank (Europe) Limited, The Governor and Company of the Bank of Ireland, Lloyds TSB Bank plc and Ulster Bank Ireland Limited (as original lenders and/or mandated lead arrangers) and Allied Irish Banks, p.l.c. (as agent) as amended by a supplemental agreement dated 30 December 2008.

**"2008 Facility Finance Documents"** means the "Finance Documents" as defined in the 2008 Facility Agreement.

**"2005 Lenders"** means any bank or financial institution which is, or becomes, a party to the 2005 Facilities Agreement.

**"2007 Lenders"** means any bank or financial institution which is, or becomes, party to the 2007 Facility Agreement.

**"2008 Lenders"** means any bank or financial institution which is, or becomes, party to the 2008 Facility Agreement.

**"Bilateral Facility Agreements"** has the meaning given to it in the Security Agency Agreement.

**"Bilateral Facility Lenders"** has the meaning given to it in the Security Agency Agreement.

**"Charged Property"** means all the assets and undertakings of the Company which from time to time are the subject of the security created or expressed to be created in favour of the Security Agent by or pursuant to the Debenture and any Mortgage.

**"Companies"** means Independent News & Media Limited with company number 01908967 and Independent News & Media (UK) Limited with company number 00983376.

**"Excluded Assets"** means, in relation to the Company, any of its present or future assets, properties, revenues or rights which are not located or otherwise deemed to be situate in England and Wales, Scotland, Northern Ireland and Ireland and, without limiting the foregoing, any interest of the Company in shares or securities of a company incorporated outside such jurisdictions shall be an Excluded Asset.

**"Facility Agreements"** means each of the 2005 Facilities Agreement, the 2007 Facility Agreement and the 2008 Facility Agreement.

**"Finance Documents"** means the 2005 Facility Finance Documents, the 2007 Facility Finance Documents and the 2008 Facility Finance Documents.

**"Lenders"** means the 2005 Lenders, the 2007 Lenders and the 2008 Lenders.

**"Mortgage"** means a mortgage or legal charge in respect of all or any part of the Real Property in accordance with Clause 6 (*Further Assurance*) substantially in the form of Schedule 3 (*Form of Legal Mortgage*) of the Debenture.

**"Real Property"** means:

- (a) any freehold, leasehold or immovable property (including the freehold and leasehold property in England and Wales) specified in Schedule 2 (*Details of Real Property*) of the Debenture; and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property;

and includes all Related Rights but does not include Excluded Assets.

**"Receiver"** means a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Charged Property and that term will include any appointee made under a joint and/or several appointment.

**"Related Rights"** means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and
- (d) any monies and proceeds paid or payable in respect of that asset.

**"Relevant Documents"** means the Finance Documents and the Bilateral Facility Agreements.

**"Secured Parties"** means the Security Agent, any Receiver, the agents in respect of the Facility Agreements, the arrangers in respect of the Facility Agreements, each of the Lenders and each of the Bilateral Facility Lenders.

**"Security Agency Agreement"** means the security agency agreement dated 23 January 2009 and made between Allied Irish Banks, p.l.c as security agent, Lloyds TSB Bank plc as agent pursuant to the 2005 Facilities Agreement and 2007 Facility Agreement and Allied Irish Banks p.l.c as agent pursuant to the 2008 Facility Agreement (together the "Agents"), the Lenders pursuant each of the 2005 Facilities Agreement, 2007 Facility Agreement and the 2008 Facility Agreement and Independent Media PLC and certain of its subsidiaries and the Bilateral Facility Lenders.

**"Shares"** means all of the shares in the capital of Independent News and Media Limited with company number 01908967 held by Independent News and Media (UK) Limited with company number 00983376 being 159,933,575 ordinary shares at £0.01 each and 415,200 deferred shares at £0.01 each.

**"Trade Marks"** means these registered trade marks and applications to register trade marks of which details are set out in Schedule 4 (*Details of Trade Marks*) of the Debenture.

**SCHEDULE 2**

**AMOUNT SECURED BY THE MORTGAGE OR CHARGE**

+10

All obligations which the Company may at any time have to the Security Agent (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties under or pursuant to, and in accordance with the terms of the Relevant Documents (including the Debenture and any Mortgage) including any liability in respect of any further advances made under the Facility Agreements, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) and the Company shall pay to the Security Agent when due and payable in accordance with the Relevant Documents every sum at any time owing, due or incurred by the Company to the Security Agent (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities. Provided that neither such covenant nor the security constituted by the Debenture or any Mortgage shall extend to or include any liability or sum which would, but for the proviso contained in the Debenture, cause such covenant or security to be unlawful or prohibited by any applicable law (the "**Secured Obligations**").

**SCHEDULE 3**

**NAME AND ADDRESSES OF THE MORTGAGEES OR PERSONS ENTITLED TO THE  
CHARGE**

Allied Irish Banks, p.l.c., Bank Centre, Ballsbridge, Dublin 4, as Security Agent, which expression shall include any person for the time being appointed as Security Agent or as an additional Security Agent for the purpose of, and in accordance with, the Security Agency Agreement.

**SCHEDULE 4**

**SHORT PARTICULARS OF ALL THE PROPERTY CHARGED**

In the Debenture the Company:

- (a) charged with full title guarantee in favour of the Security Agent as Security Agent for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Company at the date of the Debenture shall be a charge by way of legal mortgage) the Company's right, title and interest from time to time in and to each of the following assets:
- (i) the Real Property;
  - (ii) the Trade Marks; and +95
  - (iii) the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise).
- (b) charged with full title guarantee in favour of the Security Agent as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertakings of the Company other than:
- (i) the Excluded Assets; or
  - (ii) any asset validly and effectively charged or assigned (whether at law or in equity) by way of fixed security under the laws of England and Wales, or of the jurisdiction in which that asset is situated.

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to the Debenture.

**FURTHER ASSURANCE**

The Debenture contains covenants for further assurance.

**NEGATIVE PLEDGE**

The Debenture contains a negative pledge.



Filename: UK-#2035353-v1-INM\_395\_6\_March.DOC  
Directory: C:\Documents and Settings\910831\Local  
Settings\DM\TEMP  
Template: C:\Program Files\Microsoft Office\Templates\House  
Style\Other CC Document.Dot  
Title: Other CC Document  
Subject:  
Author: 914175  
Keywords: HouseStyle  
Comments: Re-generated 20 May 2004  
Creation Date: 20/03/2009 11:35  
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Last Saved On: 20/03/2009 11:35  
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As of Last Complete Printing  
Number of Pages: 6  
Number of Words: 1,570 (approx.)  
Number of Characters: 8,167 (approx.)



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 983376  
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 6 MARCH  
2009 AND CREATED BY INDEPENDENT NEWS & MEDIA (UK)  
LTD FOR SECURING ALL MONIES DUE OR TO BECOME DUE  
FROM THE COMPANY TO ALLIED IRISH BANKS P.L.C. AS  
SECURITY AGENT OR ANY OF THE OTHER SECURED PARTIES  
ON ANY ACCOUNT WHATSOEVER 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 20 MARCH  
2009

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 MARCH 2009**



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES