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CHFP025

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write in
this margin

Please 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

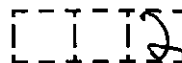
A fee of £10 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number



02729729

Name of company

* Portland Enterprises Limited the "Company"
For a full list of defentions please see Schedule 1

Date of creation of the charge

22 November 2000

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

Debenture dated 22 November 2000 (the "Debenture") between the Company
and Commerzbank Aktiengesellschaft, the London Branch (the "Trustee").

Amount secured by the mortgage or charge

See Schedule 2

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

Commerzbank Aktiengesellschaft, London Branch, Commerzbank House,
23 Austin Friars, London.

Postcode EC2N 2NB

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

Clifford Chance LLP
200 Aldersgate Street
London EC1A 4JJ

HAA/C1477/02951

Time critical reference
London-2\813481\01

For official Use
Mortgage Section

Post room



LD3
COMPANIES HOUSE

0449
06/12/00

Short particulars of all the property mortgaged or charged

See Schedule 3

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this margin

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

Particulars as to commission allowance or discount (note 3)

None

Signed

Chifford Chm WLP

Date

5/12/00

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 CF4 3UZ

*Schedule to Form 395 relating to the Debenture entered into by Portland Enterprises
Limited*

dated 22 November 2000

SCHEDULE 1

DEFINITIONS

In this form 395:

"Additional Borrower" means any company which has become an additional borrower in accordance with the terms of the Senior Credit Agreement.

"Additional Guarantor" means any company which has become an additional guarantor in accordance with the terms of the Senior Credit Agreement.

"Account" means any credit balance from time to time on any account opened or maintained by the Company with the Trustee or any other financial institution and all Related Rights.

"Agent" means Commerzbank Aktiengesellschaft, London Branch.

"Ancillary Bank" means any Bank selected as an ancillary bank by the Parent by notice to the Agent.

"Ancillary Documents" means those documents relating to or evidencing the terms of any Ancillary Facility.

"Ancillary Facility" means any overdraft, automated payment, cheque drawing and other current account facilities provided by an Ancillary Bank.

"Arranger" means Commerzbank Aktiengesellschaft.

"Assigned Accounts" means the Holding Account, if any, (and any renewal or redesignation thereof) maintained with the Trustee by the Company, the Mandatory Prepayment Account, if any, (and any renewal or redesignation thereof) maintained with the Trustee by the Company and any other Account that may from time to time be identified in writing as an Assigned Account by the Trustee.

"Bank" means any financial institution:

- (a) named in the Senior Credit Agreement; or
- (b) which has become a party to the Senior Credit Agreement either by way of an assignment or transfer by the Banks.

and which has not ceased to be a party in accordance with the terms to the Senior Credit Agreement.

"Bank Guarantee" means the bank guarantee granted by Barclays Bank PLC in favour of the Security Trustee on terms satisfactory to the Agent or a replacement bank guarantee or similar instrument (acceptable to the Agent, acting reasonably) provided by another financial institution acceptable to the Agent (acting reasonably).

"Borrower Accession Memorandum" means a memorandum substantially in the form set out in the Senior Credit Agreement whereby additional companies become Borrowers under the Senior Credit Agreement.

"Borrowers" means each of the Original Borrowers and each Additional Borrower, provided that such company has not been released from its rights and obligations under the Senior Credit Agreement in accordance with the terms therein.

"Charged Property" means all the assets of the Company which from time to time are the subject of the security created or expressed to be created in favour of the Trustee by or pursuant to the Debenture.

"Collateral Rights" means all rights, powers and remedies of the Trustee provided by or pursuant to the Debenture or by law.

"Finance Documents" means the Senior Credit Agreement, any Borrower Accession Memorandum or Guarantor Accession Memorandum, the fee letters, the Security Documents, the Subordination Deed, the Ancillary Documents and any documents evidencing the terms of any other agreement or document that may be entered into or executed pursuant to any of the foregoing by any Obligors and any other document which is designated a "Finance Document" in writing signed by the Parent and the Agent.

"Finance Parties" means the Agent, the Security Trustee, the Arranger, the Banks and the Ancillary Banks.

"Group" means the Parent and its subsidiaries for the time being, its subsidiaries for the time being and the Targets and their respective subsidiaries for the time being.

"Guarantor Accession Memorandum" means a memorandum substantially in the form set out in the Senior Credit Agreement whereby additional companies become Guarantors under the Senior Credit Agreement.

"Guarantors" means each of the Original Guarantors and each Additional Guarantor.

"Holding Account" means the account specified in a letter between the Parent and the Agent which account is held by the Parent with the Security Trustee (or any other interest-bearing account held in England with the Security Trustee by a Group member which is opened after the date of the execution of the Senior Credit Agreement and the Debenture and after receipt by the Agent of written confirmation from the Parent that such account is to be a "Holding Account") (as the same may be redesignated, substituted or replaced from time to time) which is pledged, charged or assigned to the

Security Trustee pursuant to the Security Documents to secure all amounts due under the Finance Documents.

"Insurance Policy" means any policy of insurance (including life insurance or assurance) in which the Company may from time to time have an interest.

"Intellectual Property" means any patents, trade marks (including without limitation those listed in Schedule 4), service marks, goodwill, designs, business names, internet domain names and e-mail addresses, database rights, copyrights, design rights, moral rights, rights in inventions, confidential information and knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights anywhere in the world.

"Investments" means any stocks, shares, debentures, securities and other investments, assets, rights or interests falling within Part I of Schedule 1 to the Financial Services Act 1986 (as in force at the date of the Debenture but so that the exceptions in the notes to paragraphs 2 and 5 and note (1) to paragraph 8 of that Part shall not apply) (but not including the Shares) whether held directly by or to the order of the Company or by any trustee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, fiduciary or clearance system).

"Mandatory Prepayment Account" means the interest-bearing account held in England with the Security Trustee and identified in a letter between the Parent and the Agent as a Mandatory Prepayment Account (or any other interest-bearing account held in England with the Security Trustee by a Group member which is opened after the date hereof and after receipt by the Agent of written confirmation from the Parent that such account is to be a "Mandatory Prepayment Account") (as the same may be redesignated, substituted or replaced from time to time) which is pledged, charged or assigned to the Security Trustee pursuant to the Security Documents to secure amounts due under the Finance Documents and from which no withdrawals may be made by any Group members.

"Monetary Claims" means any book and other debts and monetary claims owing to the Company and any proceeds thereof (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgement, any contract or agreement to which the Company is a party and any other assets, property, rights or undertaking of the Company).

"Notice of Assignment" means a notice of assignment in substantially the form set out in Schedule 2 to the Debenture or in such form as may be specified by the Trustee.

"Notice of Assignment of Assigned Accounts" means a notice of assignment in substantially the form set out in Schedule 2B to the Debenture (*Form of Notice of Assignment of Assigned Accounts*) or in such form as may be specified by the Trustee.

"Notice of Assignment of Insurance Policies" means a notice of assignment in substantially the form set out in Schedule 2A to the Debenture (*Form of Notice of Assignment of Insurance*) or such form as may be specified by the Trustee.

"Notice of Assignment of Specific Contracts" means a notice of assignment in substantially the form set out in Schedule 2C to the Debenture (*Form of Notice of Assignment*) or in such form as may be specified by the Trustee.

"Obligor" means the Parent, a Borrower or a Guarantor.

"Original Borrowers" means Northern and Shell Group Limited and Northern & Shell Network Limited, Northern & Shell Properties Limited, Northern & Shell PLC, Northern & Shell Titles Limited, Northern & Shell Services Limited, The Northern & Shell Tower Management Services Limited, Northern & Shell Distribution Limited, Portland Investments Limited, Fantasy Publications Limited, Portland Enterprises Limited, Portland Titles Limited, Northern & Shell Media Limited, Northern & Shell Media Holdings Limited.

"Original Guarantor" means RCD 1 Limited, Northern & Shell Network Limited, The Northern & Shell Group Limited, Northern & Shell Properties Limited, Nasnet Online Limited, Northern & Shell PLC, Northern & Shell Titles Limited, Northern & Shell Investments Limited, Northern & Shell Services Limited, The Northern & Shell Tower Management Services Limited, Northern & Shell Distribution Limited, Best Football Magazines Limited, Sorse Distributions Limited, Portland Investments Limited, Fantasy Publications Limited, Portland Enterprises Limited, Portland Titles Limited, RHF Productions Limited, Portland Enterprises (CI) Limited, Northern & Shell Media Limited, Northern & Shell Media Holdings Limited.

"Parent" means RCD 1 Limited.

"Real Property" means:

- (a) any freehold, leasehold or immovable property (including the freehold and leasehold property in England and Wales specified in schedule 1 to the Debenture, (the company does not currently have any Real Property and therefore schedule 1 to the debenture has been purposely been left blank) (*Details of Real Property*)), 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.

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.

"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, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and
- (d) any moneys and proceeds paid or payable in respect of that assets.

"Sale and Purchase Agreement" means the sale and purchase agreement dated 22 November 2000 between (*inter alia*) Northern and Shell Media Limited, Northern and Shell Holdings Limited, Ludgate Administration No. 1 Limited, United Regional Newspapers Limited, and United Media Group Limited.

"Scottish Bond" means a bond and floating charge, in the agreed form, executed or to be executed by Scottish Express Newspapers Limited in favour of the Security Trustee any moneys and proceeds paid or payable in respect of that asset.

"Secured Obligations" means all obligations at any time due, owing or incurred by any Obligor to any Finance Party under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or surety or in some other capacity).

"Security Documents" means each of the following documents in agreed form delivered to the Agent;

- (a) the Debenture delivered; and
- (b) the Bank Guarantee; and
- (c) the Scottish Bond,

together with any other document entered into by any member of the Group creating or evidencing an Encumbrance for all or any part of the obligations of the Obligors or any of them under any of the Finance Documents.

"Secured Parties" means the Finance Parties and any Receiver.

"Security Trustee" means Commerzbank Aktiengesellschaft, London Branch.

"Senior Credit Agreement" means a senior credit agreement dated 22 November 2000 between (*inter alia*) the Parent, the Original Borrowers, the Original Guarantors, Arranger, Agent and Security Trustee.

"Shares" means any shares in the capital of any company which the Company and the Trustee agree to designate as Shares for the purposes of the Debenture held by, to the order or on behalf of the Company at any time.

"Specific Contracts" means the Sale and Purchase Agreement.

"Subordination Deed" means the subordination deed of even date herewith between the Security Trustee, the Parent and Richard Desmond.

"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels and all Related Rights.

"Target A" means Express Newspapers, an unlimited company incorporated in England and Wales with registered number 141748.

"Target B" means Broughton Printers Limited, a company incorporated in England and Wales with registered number 1091137.

"Targets" means both and each of Target A and Target B.

"Trustee" means Commerzbank Aktiengesellschaft, London Branch.

SCHEDULE 2

AMOUNT SECURED BY THE MORTGAGE OR CHARGE

The Company covenanted with the Trustee to pay, discharge and satisfy the Secured Obligations in accordance with their respective terms and to indemnify the Secured Parties against any losses, costs, charges, expenses and liabilities arising from any breach or failure to pay, discharge and satisfy the Secured Obligations in accordance with their respective terms provided that neither such covenant nor the security constituted by the Debenture shall extend to or include any liability or sum which would, but for the proviso, cause such covenant or security to be unlawful or prohibited by any applicable law.

SCHEDULE 3

SHORT PARTICULARS OF ALL THE PROPERTY CHARGED

01/91

1. FIXED CHARGES, ASSIGNMENTS AND FLOATING CHARGE

1.1 Fixed Charges

In the Debenture the Company has charged with full title guarantee in favour of the Trustee as trustee 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) all the Company's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party):

- 1.1.1 the Real Property;
- 1.1.2 the Tangible Moveable Property;
- 1.1.3 the Accounts;
- 1.1.4 the Intellectual Property;
- 1.1.5 any goodwill and rights in relation to the uncalled capital of the Company;
- 1.1.6 the Investments;
- 1.1.7 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);
- 1.1.8 all Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture and all Related Rights.

1.2 Assignments

The Company has assigned with full title guarantee to the Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all the Company's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party):

- 1.2.1 each of the Specific Contracts. However, if the terms of such Specific Contract or other instrument prohibit the Company from assigning or charging such asset without the consent of another party to the Specific Contract or instrument, then until such consent has been granted:

(a) no fixed charge over or assignment of such asset will be created pursuant to all clauses mentioned within this Schedule 3.

(b) The Company shall hold such asset on trust for the Trustee.

1.2.2 the proceeds of any Insurance Policy and all Related Rights;

1.2.3 all rights and claims in relation to any Assigned Account.

1.3 Floating Charge

The Company has charged with full title guarantee in favour of the Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations by way of first floating charge the whole of the Company's undertaking and assets, present and future, other than any assets 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, in favour of the Trustee as security for the Secured Obligations.

FURTHER ASSURANCE

The Debenture contains covenants for further assurance.

NEGATIVE PLEDGE

The Debenture contains a negative pledge.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02729729

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 22nd NOVEMBER 2000 AND CREATED BY PORTLAND ENTERPRISES LIMITED FOR SECURING ALL OBLIGATIONS DUE OR TO BECOME DUE FROM ANY OBLIGOR TO ANY FINANCE PARTY UNDER THE FINANCE DOCUMENTS (ALL AS DEFINED THEREIN) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 6th DECEMBER 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th DECEMBER 2000.

LR,
LC.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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