



Registration of a Charge

Company Name: **FEATHERFOOT NEWSPAPER HOUSE LIMITED**

Company Number: **12092266**



XBEZNDQ8

Received for filing in Electronic Format on the: **19/10/2022**

Details of Charge

Date of creation: **17/10/2022**

Charge code: **1209 2266 0005**

Persons entitled: **LANDLORDINVEST SECURITY AGENT LIMITED**

Brief description: **NEWSQUEST (LANCS) DISTRIBUTION HIGH STREET BLACKBURN BB1 1HT**

Contains fixed charge(s).

Contains floating charge(s) .

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **PAULINE BURTON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12092266

Charge code: 1209 2266 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th October 2022 and created by FEATHERFOOT NEWSPAPER HOUSE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th October 2022 .

Given at Companies House, Cardiff on 24th October 2022

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

DATED 17 October 2022

FEATHERFOOT NEWSPAPER HOUSE LIMITED

-and-

LANDLORDINVEST SECURITY AGENT LIMITED

Legal Charge

This Deed is made on

17 October

2022

Between:

- (1) **Featherfoot Newspaper House Limited** (Company Number 12092266) of Empire House, 92-98 Cleveland Street, Doncaster, United Kingdom, DN1 3DP (the "**Chargor**"); and
- (2) **LandlordInvest Security Agent Limited** (Company Number 11733206) whose registered office is at 5 Chancery Lane, London WC2A 1LG (the "**Security Agent**").

Background:

- (A) This Deed is supplemental to the Loan Agreement (as defined below) pursuant to which the Chargor is bound to pay the Security Agent an amount, and at a time, determined in accordance with the terms of the Loan Agreement.
- (B) The Chargor is entering into this Deed pursuant to clause 5 of the Loan Agreement in order to charge the Property in order to secure the moneys and liabilities covenanted to be paid by the Chargor in the Loan Agreement.

It is agreed as follows:

1. Definitions and interpretation

- 1.1 Unless the context otherwise requires, words or expressions defined in the Loan Agreement shall have the same meaning in this Deed. In this Deed:

"**the Agent**" means LandlordInvest Limited or such other entity as may be appointed by the Lenders from time to time.

"**Finance Documents**" means the Loan Agreement, this Deed and any other document guaranteeing or creating security for or supporting the obligations of the Chargor or any other person to the Lender in connection with the Secured Sums.

"**Lenders**" means persons/ companies who/that lend money through the Agent's online lending platform who have granted permission for the Agent to act as their agent in providing funds to the Borrower, including any persons/companies who take an assignment under Clause 11 of the Loan Agreement. "**Lender**" means any one of the Lenders.

"**Loan Agreement**" means a loan agreement in respect of a loan that has multiple Lenders and a separate loan agreement is formed for every Loan Part and made between the Lenders and the Chargor under which the Lenders have made available certain facilities to the Chargor. The Loan Agreement is listed in Schedule 2.

"**Loan Part**" means in respect of a Loan which has been lent by multiple Lenders, the part of that Loan which has been lent by a particular Lender.

"**Property**" means the property described in the Schedule 1 to this Deed (excluding any part of the Property which is released from the terms of this Deed by the Security Agent pursuant to the provisions of the Loan Agreement).

"**Secured Assets**" means all the undertaking and the assets rights and property of the Chargor which are the subject of this Legal Charge and includes any part of or any interest in them;

"**Secured Sums**" means the all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to

any Secured Party under the Loan Agreement and this Deed.

"**Secured Parties**" means the Lenders and the Security Agent and "**Secured Party**" means each and any of them.

"**Security**" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

1.2 Interpretation

- 1.2.1 Unless the context otherwise requires the interpretative provisions set out in the paragraphs below shall apply in this Deed.
- 1.2.2 References to any party to this Deed shall be construed so as to include that party's respective successors in title, permitted assigns and permitted transferees.
- 1.2.3 "**Including**" and "**in particular**" shall not be construed restrictively but shall mean respectively "including, without prejudice to the generality of the foregoing" and "in particular, but without prejudice to the generality of the foregoing".
- 1.2.4 A "**person**" includes any person, firm, company, corporation, government, state or agency of a state or any association, joint venture, trust or partnership (whether or not having separate legal personality) of two or more of the foregoing.
- 1.2.5 "**Property**" includes any interest (legal or equitable) in real or personal property and any thing in action.
- 1.2.6 "**Receiver**" means any receiver and manager appointed under Clause 11 (*Appointment of a Receiver*) and (where the context permits) includes any substituted receiver and manager or receivers and managers;
- 1.2.7 "**Variation**" includes any variation, amendment, accession, novation, restatement, modification, assignment, transfer, supplement, extension, deletion or replacement however effected and "vary" and "varied" shall be construed accordingly.
- 1.2.8 "**Writing**" includes facsimile transmission legibly received except in relation to any certificate, notice or other document which is expressly required by this Deed to be signed and "written" has a corresponding meaning.
- 1.2.9 References to this Deed to any other document include references to this Deed or such other document as varied in any manner from time to time, even if changes are made to the composition of the parties to this Deed or such other document.
- 1.2.10 The singular shall include the plural and vice versa and any gender shall include the other genders.
- 1.2.11 Clauses, paragraphs and Schedules shall be construed as references to clauses and paragraphs of, and schedules to, this Deed.
- 1.2.12 Any reference to any statute or statutory instrument or any section of it shall be deemed

to include a reference to any statutory modification or re-enactment of it for the time being in force in relation to the particular circumstances.

1.2.13 Headings in this Deed are inserted for convenience and shall not affect its interpretation.

1.2.14 If there are two or more parties comprised in the expression the "**Chargor**" then:

- (a) any reference to the "**Chargor**" shall where the context permits include all or any one or more of such parties;
- (b) all covenants and agreements herein contained or implied on the part of the **Chargor** shall be deemed to be joint and several covenants on the part of such parties;
- (c) if for any reason whatsoever this Deed shall not be, or shall cease to be, binding on and effective against one or more of such parties, then this Deed shall take effect as a charge over or assignment of the beneficial interest of the other such party or parties in the Property and over such other estate, right, title or interest in the Property as such other party or parties may have;
- (d) any demand made under this Deed shall be deemed to have been duly made if made on any one or more of such parties; and
- (e) if any one or more of such parties is not bound by the provisions of this Deed (whether by reason of its or their lack of capacity or improper execution of this Mortgage or for any other reason whatsoever) the remaining party or parties shall be and remain bound by the provisions of this Deed as if such other party or parties had never been party hereto.

1.3 **Trusts**

The perpetuity period for any trusts created by this Deed is 125 years.

1.4 **Effect as a Deed**

This Deed is intended to take effect as a deed notwithstanding that the Security Agent may have executed it under hand only.

2. **Covenant to pay**

2.1 **Covenant to pay**

The **Chargor** hereby covenants that it will, on the Security Agent's written demand, pay or discharge to the Security Agent (as agent for the Secured Parties) the Secured Sums in the manner and at the times provided in the Loan Agreement.

2.2 **Proviso**

The covenants contained in this Clause and the Security created by this Deed shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law.

2.3 **Demands**

2.3.1 The making of one demand shall not preclude the Security Agent from making any

further demands.

- 2.3.2 Any third party dealing with the Security Agent or any Receiver shall not be concerned to see or enquire as to the validity of any demand under this Deed.

3. Charging Clause

- 3.1 The Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, charges to the Security Agent (as agent for the Secured Parties) by way of legal charge all of the Property together with all buildings, fixtures and fixed plant and machinery at any time thereon.
- 3.2 This Deed is created in favour of the Security Agent as agent for the Secured Parties, and the Security Agent holds the benefit of this Deed on trust for the Secured Parties.

4. Incorporation of provisions

All of the covenants, provisions and powers contained in or subsisting under the Loan Agreement shall be applicable for securing all of the moneys and liabilities hereby secured and for defining and enforcing the rights of the Parties under this Deed as if such covenants, provisions and powers had been set out in full in this Deed, with the appropriate changes having been made.

5. Application to the Land Registry

In relation to each register of title of the Property, the Chargor consents to the Security Agent (or its solicitors) at any time submitting to the Land Registry any and all of the following, at any time:

- 5.1.1 a form RX1 (application to register a restriction) in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of the Security Agent referred to in the charges register or their conveyancer.

6. Negative pledge

The Chargor shall not, without the prior written consent of the Security Agent, create, or agree or attempt to create, or permit to subsist, any Security or any trust over the Property, other than (where this charge takes effect as a second legal charge) a first legal charge approved by the Security Agent.

7. Further assurance

The Chargor shall, promptly on the Security Agent's written demand, and at the cost of the Chargor, do all such acts and execute all such documents as the Security Agent may reasonably specify and in such form as the Security Agent may reasonably require (provided that the provisions are no more onerous than the provisions of his Deed) in order to perfect this Deed.

8. Continuing Security

This Deed shall be a continuing security for the Secured Sums and shall not be discharged by any intermediate payments or settlement of accounts or other matters but shall be binding until all the Secured Sums have been unconditionally and irrevocably discharged in full.

9. Costs, expenses and liabilities

The Chargor will, within three (3) Business Days of the Security Agent's written demand, pay to the Security Agent, on a full indemnity basis, the amount of all costs and expenses (including legal,

valuation, accountancy and consultancy fees and disbursements and out of pocket expenses) and any VAT thereon incurred by the Security Agent in connection with the exercise, enforcement and/or preservation of any of its rights under this Deed (or any of the documents contemplated by this Deed) or any proceedings instituted by or against the Security Agent, in any jurisdiction.

10. Power to remedy

10.1 If the Chargor fails to perform any obligations under the Finance Documents affecting the Property, it must allow and/or procure permission for the Lender or its agents and contractors:

10.1.1 to enter any part of the Property;

10.1.2 to comply with or object to any notice served on the Chargor in respect of the Property; and

10.1.3 to take any action that the Security Agent may reasonably consider necessary or desirable to prevent or remedy any breach of any such obligations or to comply with or object to any such notice.

10.2 The Chargor covenants to pay the costs and expenses incurred by or on behalf of the Security Agent in connection with any action taken.

10.3 The Security Agent shall not be obliged to account as mortgagee in possession as a result of any action taken under this Clause 10.

11. Appointment of a Receiver

11.1 Appointment

At any time after:

11.1.1 a step or proceeding is taken for the appointment of an administrator, liquidator or provisional liquidator in relation to the Chargor or for a voluntary arrangement under Part I of the Insolvency Act 1986;

11.1.2 notices to creditors are sent out under section 98 of the Insolvency Act 1986 in relation to the Chargor;

11.1.3 a proposal is made in relation to the Chargor for a voluntary arrangement under Part I of the Insolvency Act 1986;

11.1.4 a step or proceeding is taken in relation to the Chargor with a view to seeking a moratorium; or

11.1.5 a request has been made by the Chargor to the Security Agent for the appointment of a Receiver or an administrator over the Property or in respect of the Chargor,

11.1.6 is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986

this Deed shall become enforceable and the Security Agent may (unless precluded by law) appoint in writing any person or persons to be a receiver or receiver and manager or receivers and managers of the Property, provided that this Deed shall not be enforceable in respect of any of the events referred to in paragraphs 11.1.1 above if it relates solely and directly to any winding up petition which is frivolous or vexatious and is discharged, stayed or dismissed within fourteen (14) days of

commencement.

11.2

Power to act separately

Where more than one Receiver is appointed, the appointees shall have power to act separately unless the Security Agent shall specify to the contrary.

11.3 Receiver's remuneration

The Security Agent may from time to time determine the remuneration of a Receiver.

11.4 Removal of Receiver

The Security Agent may (subject to section 45 of the Insolvency Act 1986) remove a Receiver from the Property, of which he is the Receiver.

11.5 Further appointments of a Receiver

Such an appointment of a Receiver shall not preclude:

- 11.5.1 the Security Agent from making any subsequent appointment of a Receiver over the Property over which a Receiver has previously been appointed or has ceased to act; or
- 11.5.2 the appointment of an additional Receiver to act while the first Receiver continues to act.

11.6 Receiver's agency

The Receiver shall be the agent of the Chargor (which shall be solely liable for his acts, defaults and remuneration) unless and until such Chargor goes into liquidation, after which time he shall act as principal and shall not become the agent of the Security Agent.

11.7 Powers of a Receiver

The Receiver may exercise all the powers, rights and discretions set out in Schedules 1 and 2 to the Insolvency Act 1986 and in particular, by way of addition to and without limiting such powers, the Receiver may, with or without the concurrence of others:

- 11.7.1 take possession of, collect and get in all or any part of the Property and for that purpose take any proceedings as he shall think fit;

- 11.7.2 sell, lease, let, license, grant options over and vary the terms of, terminate or accept

surrenders of leases, licences or tenancies of the Property without the need to observe any of the provisions of Sections 99 and 100 of the Act, in such manner and generally on such terms and conditions as he shall think fit in his absolute and unfettered discretion and any such sale or disposition may be for cash, shares or securities of another company or other valuable consideration (in each case payable in a lump sum or by instalments) and carry any such transactions into effect in the name of and on behalf of such Chargor;

- 11.7.3 sever any plant, machinery and fixtures from the Property to which they are attached and/or sell them separately;

- 11.7.4 make any arrangement or compromise which the Security Agent or he shall think fit;

- 11.7.5 repair, insure, protect, improve, develop, enlarge, reconstruct or replace the Property and

commence and/or complete any building operations or works of construction or furnishing on the Property and apply for and obtain any planning permissions, building regulation approvals and any other permissions, consents or licences in each case as he may in his absolute discretion think fit;

- 11.7.6 appoint managers, officers and agents for the above purposes at such remuneration as the Receiver may determine;
- 11.7.7 acquire any further property, assets or rights, whether by purchase, lease or otherwise and charge any such further property, assets or rights;
- 11.7.8 raise or borrow money for any purpose specified in this Clause and so that the Receiver may charge all or any of the Property with the repayment of such money and interest on it in priority to this security;
- 11.7.9 provide such facilities and services for tenants and generally to manage the Property in such manner as he shall think fit;
- 11.7.10 sign any stock transfer form or other assignment or transfer of any share or right of membership in any management company in which the Chargor has a share or right of membership;
- 11.7.11 exercise all the powers conferred on the Chargor by any statute, deed or contract in respect of all or any part of the Property;
- 11.7.12 bring or defend any proceedings in the name of the Chargor in relation to any of the Property;
- 11.7.13 exercise all voting and other rights attaching to stocks, shares and other securities owned by the Chargor and charged by this Deed;
- 11.7.14 if the Property is leasehold vary the terms of or surrender any lease and/or take a new lease of the Property or any part of it on such terms as he shall think fit and so that any new lease shall become charged to the Security Agent on the terms of this Deed so far as it is applicable and execute a formal legal charge over any such lease in favour of the Security Agent in such form as it may require;
- 11.7.15 redeem any prior encumbrance and settle and pass the accounts of the encumbrancer and any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the relevant Chargor and the money so paid shall be deemed an expense properly incurred by the Receiver;
- 11.7.16 pay the proper administrative charges of the Security Agent in respect of time spent by its agents and employees in dealing with matters raised by the Receiver or relating to the receivership of the relevant Chargor;
- 11.7.17 do all such other acts and things as may be considered by the Receiver to be incidental or conducive to any of the above matters or powers or otherwise incidental or conducive to the preservation, improvement or realisation of the Property.

12. Power of attorney

The Chargor by way of security irrevocably appoints the Security Agent and any Receiver and each of them severally to be the attorney of the Chargor (with full powers of substitution and delegation) for the Chargor in its name and on its behalf and as its act and deed to sign, seal, execute, deliver and perfect all deeds, instruments, notices and documents and to perform all acts and things which the Chargor ought to do (but has failed to do so within five Business Days of demand) under the covenants and provisions contained in this Deed and generally in its name and on its behalf to exercise all or any of the powers, authorities and discretions conferred by this Security or by the Act on the Security Agent or any Receiver for carrying into effect any sale or lease, charge, mortgage or dealing by the Security Agent or by any Receiver or for giving to the Security Agent or any Receiver the full benefit of this Security and generally to use the name of the Chargor in the exercise of all or any of the powers, authorities or discretions conferred on the Security Agent or any Receiver. The Chargor hereby covenants with the Security Agent to ratify and confirm whatever any such attorney shall do or purport to do by virtue of this Clause and any money expended by any such attorney shall be deemed to be an expense recoverable from the Chargor under this Deed.

13. Events of Default

13.1 Each of the events or circumstances set out in this clause 13.1 is an Event of Default:

- (a) if the Chargor fails to observe or perform any obligations under any of the Finance Documents or is or becomes in breach of any representation or warranty given by the Chargor in this Legal Charge; or
- (b) if any other of the Chargor's financial obligations become prematurely payable or any creditor in respect thereof becomes entitled to declare any such obligation prematurely payable or any such obligation is not paid when due or any security therefor becomes enforceable and the same is actually demanded or called or any enforcement steps are taken; or
- (c) if a receiver or administrative receiver or manager is appointed of or in relation to the Chargor or the whole or any substantial/material part of the Chargor's undertaking, assets, rights or revenues or the Chargor requests any person to make any such appointment; or
- (d) if an encumbrancer takes possession of or a distress execution sequestration or process is levied or enforced upon the whole or any substantial/material part of the Chargor's undertaking, assets, rights or revenues or without limitation if a compulsory purchase order is made in relation to the whole or any part of the Property; or
- (e) if the Chargor ceases to carry on the whole or a substantial part of the Chargor's business or stops or suspends payment of its debts or proposes or enters into any composition scheme compromise or arrangement with or for the benefit of its creditors generally or any class of them; or
- (f) if an application is made or a petition is presented by any person to any court for an administration order in relation to the Chargor or any notice is given or any step is taken by any person for or with a view to the Chargor's administration; or
- (g) if the Chargor is (or admits that it is) unable to pay its debts as they fall due or is deemed unable to pay its debts under section 123(1) of the Insolvency Act 1986; or
- (h) if the Chargor becomes insolvent or any petition is presented by any person and not withdrawn or discharged within 14 days or any order is made by any court or any meeting is convened for the purpose of considering a resolution or any resolution is passed for winding up liquidation or dissolution of the Chargor; or

- (i) if any security (or any part of it) given under any Finance Document is not or ceases to be or is alleged by any person not to be for any reason a valid enforceable effective and continuing security or the Lender receives legal advice to that effect.

14 Enforcement

14.1 If any Event of Default shall occur then:

- (a) the Secured Parties shall cease to be under any further commitment to the Chargor and may at any time thereafter (notwithstanding any conflicting agreement or arrangement) declare the Secured Sums (or such of them as the Security Agent may specify) to be immediately due and payable or payable forthwith on demand; and
- (b) the security hereby constituted shall become immediately enforceable and the power of sale and other powers conferred by Section 101 of the LPA as varied or extended by this Legal Charge shall become immediately exercisable without the restrictions contained in the LPA as to the giving of notice or otherwise.

14.2 It shall constitute an Event of Default if the Chargor fails to pay any sums payable by it from time to time to the Lender on the due date therefor;

14.3 The Secured Sums shall be deemed for the purposes of all powers implied by statute to have become due and payable within the meaning of Section 101 of the LPA immediately on the execution of this Legal Charge and Section 103 of the LPA (restricting the power of sale) Section 109 of the LPA (restricting the power to appoint a receiver) and Section 93 of the LPA (restricting the right of consolidation) shall not apply to this Legal Charge.

14.4 In addition to the powers of leasing or accepting surrender of leases conferred on mortgagees by Sections 99 and 100 of the LPA, the Security Agent may at any time after the occurrence of an Event of Default on such terms as it shall in its absolute discretion think fit:

14.4.1 Grant or make any agreement for any lease of the Secured Assets or any part thereof for any term or terms of years either in possession or reversion and either with or without taking a premium and at yearly or other rents;

14.4.2 Surrender or accept a surrender of any lease of the Secured Assets or of any part thereof; and

14.4.3 Grant any option in respect of the Secured Assets or any part thereof,

in each case without the restrictions contained in the said Sections 99 and 100.

15 Protection of Third Parties

No purchaser mortgagee or other person dealing with a Receiver, the Lenders or the Security Agent shall be concerned to enquire whether the Secured Sums have become payable or whether any power which he or it is purporting to exercise has become exercisable or whether any money is due under this Legal Charge or as to the application of any money paid raised or borrowed or as to the propriety or regularity of any sale by or other dealing with such Receiver, the Lenders or the Security Agent. All the protection to purchasers contained in Sections 104 and 107 of the LPA shall apply to any person purchasing from or dealing with a Receiver, the Lenders or the Security Agent as if the Secured Sums had become due and the statutory powers of sale and of appointing a Receiver in relation to the Secured Assets had arisen on the date of this Legal Charge.

16 Release of Security

16.1 Redemption

Subject to Clause 8, if all Secured Sums have been unconditionally and irrevocably paid in full, the Security Agent will (promptly and at the request and cost of the Chargor), execute and do all such reasonable acts as may be necessary to release the Property from the Security constituted by this Deed and to remove this Deed and any corresponding restrictions on title from the title to the Property. Such release shall not prejudice the rights of the Security Agent under Clause 9.

16.2 Avoidance of payments

If the Security Agent considers in good faith that any amount received in payment or purported payment of the Secured Sums is capable of being avoided or reduced by virtue of any insolvency, bankruptcy, liquidation or other similar laws, the liability of the Chargor under this Deed and the Security constituted by this Deed shall continue and such amount shall not be considered to have been irrevocably paid.

17 Application of moneys received

Money that the Security Agent or a Receiver receives under or because of this Deed is to be applied in the following order:

- 17.1 first in payment of all expenses that the Security Agent or a Receiver incurs in or incidental to the exercise or attempted exercise of a power under this Deed;
- 17.2 then in payment of any other reasonable outgoings that the Receiver or the Security Agent thinks it appropriate to pay;
- 17.3 then in payment to the Receiver of any reasonable remuneration (whether by way of commission or otherwise);
- 17.4 then in payment to the Security Agent or a Receiver of any amount necessary to give effect to any indemnity contained in this Deed; and
- 17.5 then in payment to the Security Agent of the Secured Money recoverable under this Charge and the Security Agent agrees that it will distribute any such amount to the Lenders rateably in proportion to the money owed to each of them under the Loan Agreement.

18 Third party rights

18.1 Exclusion of Contracts (Rights of Third Parties) Act 1999

No person other than a party to this Deed shall have any rights by virtue of the Contracts (Rights of Third Parties) Act 1999 or any other provision of English law under which rights might accrue to persons other than a party to enforce any term (express or implied) of this Deed.

18.2 Rights to vary

The parties to this Deed may by agreement vary any term of this Deed (including this Clause 18.2) without the necessity of obtaining any consent from any other person.

19 Forbearance, severability, variations and consents

19.1 Delay etc.

All rights, powers and privileges under this Deed shall continue in full force and effect, regardless of the Security Agent exercising, delaying in exercising or omitting to exercise any of them.

19.2 Severability

No provision of this Deed shall be avoided or invalidated by reason only of one or more other provisions being invalid or unenforceable.

19.3 Illegality, invalidity, unenforceability

Any provision of this Deed which is or becomes illegal, invalid or unenforceable shall be ineffective only to the extent of such illegality, invalidity and unenforceability, without invalidating the remaining provisions of this Deed.

19.4 Variations

No variation of this Deed shall be valid and constitute part of this Deed, unless such variation shall have been made in writing and signed by the Security Agent and the Chargor.

19.5 Consents

Any consent of the Security Agent may be given absolutely or on any terms and subject to any conditions as the Security Agent may determine in its entire discretion.

20 Counterparts

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures were on a single copy of this Deed.

21 Governing law

This Deed and all non-contractual obligations arising in any way whatsoever out of or in connection with this Deed shall be governed by, construed and take effect in accordance with English law.

22 Enforcement

22.1 The courts of England shall have exclusive jurisdiction to settle any claim dispute or matter of difference which may arise in any way whatsoever out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any claim for set-off or the legal relationships established by this Deed (a "**Dispute**")), only where such Dispute is the subject of proceedings commenced by the Chargor.

22.2 Where a Dispute is the subject of proceedings commenced by the Security Agent, the Security Agent is entitled to bring such proceedings in any court or courts of competent jurisdiction (including but not limited to the courts of England). If the Chargor raises a counter-claim in the context of proceedings commenced by the Security Agent, the Chargor shall bring such counter-claim before the court seized of the Security Agent's claim and no other court.

22.3 The commencement of legal proceedings in one or more jurisdictions shall not, to the extent allowed by law, preclude the Security Agent from commencing legal actions or proceedings in any other jurisdiction, whether concurrently or not.

22.4 To the extent allowed by law, the Chargor irrevocably waives any objection it may now or hereafter have on any grounds whatsoever to the laying of venue of any legal proceeding, and any claim it may now or hereafter have that any such legal proceeding has been brought in an inappropriate or inconvenient forum.

THIS DEED has been executed by the Chargor as a deed and signed by the Security Agent and it shall take effect on the date stated at the beginning of this document.

Schedule 1
The
Property

Name of the Chargor/ Registered Proprietor	Description of Property	Title Number
Featherfoot Newspaper House Limited of Empire House, 92-98 Cleveland Street, Doncaster, United Kingdom, DN1 3DP	Newsquest (Lancs) Distribution, High Street, Blackburn BB1 1HT	LA447272

Schedule 2
The Loan Agreement

An Agreement of even date entered into between the Borrower as therein defined and the Agent and relating to the advance of capital secured by this Charge.

Signatures

The Chargor

Executed as a deed
by FEATHERFOOT
NEWSPAPER HOUSE LIMITED

in the presence of:

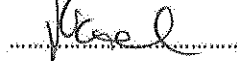
Signature



Name of signatory

Paul Rothwell

Signature of witness



Name of witness

Paul Crox

Address of witness

Knight'sbridge

City Square Leeds LS1 2QF

Occupation of witness

Solicitor/ Legal Executive

Executed as a deed by the Security Agent)
acting by a member)
in the presence of :-)

Signature of Member:
(Name of name of member):

Signature of Witness:

Name in BLOCK CAPITALS)

Address:

.....