

Particulars of a charge created by a company registered in Scotland

410

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

CHFP025

*Please do not
write in this
margin*

Pursuant to section 410 of the Companies Act 1985

COMPANIES HOUSE
FEE PAID £10
EDINBURGH

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

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

For official use

Company number

I	I	I	I	I	4
L	L	L	L	L	

SC015382

Name of company

* JOHNSTON PRESS plc (the "Company")

* *insert full name
of company*

Date of creation of the charge (note 1)

25 June 1999

Description of the instrument (if any) creating or evidencing the charge (note 1)

Floating Charge and Guarantee (the "Instrument")

Amount secured by the charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or as principal or guarantor or in any other capacity whatsoever) of each Obligor to any Transaction Party under each Transaction Document to which such Obligor is a party except for any obligation which, if it were so included, would result in the Instrument contravening Section 151 of the Companies Act 1985 or any analogous provision under the laws of any relevant jurisdiction. The Term "Transaction Document" includes all amendments and supplements including supplements providing for further advances (the "Secured Liabilities").

Names and addresses of the persons entitled to the charge

See Paper Apart 1

Presentor's name address telephone
number and reference (if any):

Tods Murray WS
66 Queen Street
Edinburgh
Scotland
EH2 4NE

HAP.FMJ.R507.006

For official use
Charges Section

1 Post room



SCT *SNHBZHSF* 1699
COMPANIES HOUSE 06/07/99

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

See Paper Apart 2

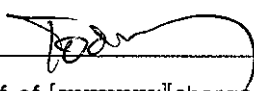
Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision (note 2)

The Company is and shall be prohibited from creating on or subsequent to the date hereof any fixed security (as defined in Section 70 of the Insolvency Act 1986) or any floating charge (within the meaning of the Companies Act 1985) or any charge having the nature of a floating charge over the Security Assets or any part or parts thereof except (i) any of the same as are constituted under or pursuant to the Instrument or under or pursuant to the Credit Agreement or Intercreditor Deed or permitted hereby or thereby and (ii) any such fixed security which may on or subsequent to the date of creation of the charge be granted by the Company in favour of the Security Trustee (which shall rank in priority to such floating charge created by the Instrument) and providing further that, subject as aforesaid, such floating charge created by the Instrument shall rank in priority to any such fixed security or floating charge created on or subsequent to the date of creation of the charge.

Particulars as to commission, allowance or discount paid (see section 413(3))

Nil

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Signed  Date 5/7/99.
On behalf of ~~company~~ [chargee]†

Notes

1. A description of the instrument e.g. "Standard Security" "Floating Charge" etc, should be given. For the date of creation of a charge see section 410(5) of the Act. (Examples - date of signing of an Instrument of Charge; date of recording/registration of a Standard Security; date of intimation of an Assignment.)
2. In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.
3. A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge. In the case of a charge created out of the United Kingdom comprising property situated outside the U.K., within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the U.K. Certified copies of any other documents relevant to the charge should also be delivered.
4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.
5. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:-
Companies House
37 Castle Terrace
Edinburgh EH1 2EB

† delete as
appropriate

Paper Apart 1

The Royal Bank of Scotland plc
Corporate Banking Office
5-10 Great Tower Street
London
EC3P 3HX

in its capacity as Arranger, Agent, the Banks, the Issuing Bank, the Overdraft Bank, Original Overdraft Provider and Security Trustee (the "Security Trustee")

Paper Apart 2

Particulars of property charged:-

- (i) by way of floating charge all the assets and undertaking of the Company except for those contracts, to which it is a party, which by their terms prohibit the creation of a floating charge over or in respect of them.
- (ii) by way of floating charge, all assets of each Chargor except for those contracts to which it is a party, which by their terms prohibit the creation of a floating charge over or in respect of them.

Definitions

In this Form 410:

"Additional Borrower"	means a member of the Group which becomes a Borrower in accordance with Clause 27.5 of the Credit Agreement.
"Additional Guarantor"	means a member of the Group which becomes a Guarantor in accordance with Clause 27.4 of the Credit Agreement.
"Borrower"	means the Company or an Additional Borrower.
"Borrower Accession Agreement"	means a letter in the form of Part II of Schedule 5 of the Credit Agreement with such amendments as the Agent may approve or reasonably require.
"Chargor"	means the Company or an Original Guarantor.
"Credit Agreement"	means the £360,000,000 Credit Agreement dated 17 th May 1999 between (among others) the parties to the Instrument.
"Fee Letter"	means the letter dated on or about the date of the Credit Agreement between the Agent and the Company setting out the amount of various fees referred to in Clause 21 of the Credit Agreement.
"Finance Document"	means the Credit Agreement, a Guarantee, a Novation Certificate, a Fee Letter, a Security Document, the Intercreditor Deed, the Syndication Letter, a Guarantee Accession Agreement, a Borrower Accession Agreement, a Syndication Agreement or any other document so designated as such by the Agent and the Company.
"Finance Party"	means each of the Arranger, the Banks and the Agent.
"Group"	means at any time, the Company and its subsidiaries at that time.
"Guarantee"	means any guarantee issued or to be issued by the Issuing Bank at the request of the Company under the Credit Agreement in respect of the Company's obligations under the Loan Notes.
"Guarantee Accession Agreement"	means a deed in the form of Part III of Schedule 5 of the Credit Agreement with such amendments as the Agent may approve or reasonably require.
"Guarantor"	means the Company, an Original Guarantor or an Additional Guarantor.
"Hedging Counterparty"	means a Finance Party which agrees to provide interest and currency hedging facilities to the Obligors and which is a party to or accedes to the Intercreditor Deed in that capacity.

"Hedging Document"	means, to the extent it constitutes hedging arrangements in accordance with Clause 3.1 of the Intercreditor Deed, which provide for interest rate or currency hedging facilities to be made available to any member of the Group:-
	<ul style="list-style-type: none"> (a) the master agreement or other document specified in Schedule 2 to the Intercreditor Deed; or (b) the master agreement or other document designated a Hedging Document in accordance with Clause 3.1 of the Intercreditor Deed,
	including any contract entered into or confirmation given thereunder, and any instrument pursuant to which the same is novated, varied, supplemented or amended from time to time.
"Hedging Facility"	means any agreement or facility for the mitigation of interest rate or currency exchange rate risk permitted under the Finance Documents and provided to an Obligor by a Hedging Counterparty.
"Intercreditor Deed"	means a deed so designated between, amongst others, the Security Trustee and the Chargors.
"Loan Notes"	means any Loan Notes issued or to be issued by the Company in connection with the Offer as described in the Credit Agreement.
"Novation Certificate"	means the meaning given to it in Clause 27.3 of the Credit Agreement.
"Obligor"	means a Borrower or a Guarantor.
"Original Guarantors"	means Isle of Man Newspapers Limited (Registered Number 00034057) and Johnston Publishing Limited (Registered Number 01919088).
"Overdraft Document"	means any agreement or document including (without limitation) the applicable Overdraft Provider's standard terms of business and the relevant mandate evidencing or setting out the terms of any overdraft.
"Overdraft Facility"	means the £10,000,000 overdraft facility granted by the Overdraft Bank to the Company.
"Security Agreement"	means a floating charge over all of the assets of the relevant Obligor in favour of the Security Trustee as trustee for itself, the Overdraft Bank, the Hedging Counterparties and the Banks in substantially the form of Schedule 8 to the Credit Agreement.
"Security Assets"	means all assets of the Chargors the subject of any security created by or pursuant to the Instrument.

"Security Document"	means a Security Agreement, an agreement between the Company and the Issuing Bank relating to security over a cash deposit placed with the Issuing Bank in connection with the Guarantees or any other document evidencing or creating a security interest in favour of the Finance Parties, the Hedging Counterparties and the Overdraft Bank to secure indebtedness under the Finance Documents, the Overdraft Facility and any Hedging Facility.
"Syndication Agreement"	means an agreement substantially in the form of Part III of Schedule 5 of the Credit Agreement.
"Syndication Letter"	means a letter dated the date of the Credit Agreement from the Arranger to the Company in respect of the primary syndication and other matters.
"Transaction Documents"	means each of the Finance Documents, the Overdraft Documents and the Hedging Documents.
"Transaction Party"	means the Security Trustee, a Finance Party, a Hedging Counterparty or an Overdraft Provider.



**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

Company number 15382

I hereby certify that a charge created by

JOHNSTON PRESS PLC

on 25 JUNE 1999

for securing ALL SUMS DUE, OR TO BECOME DUE

in favour of THE ROYAL BANK OF SCOTLAND plc

was delivered pursuant to section 410 of the Companies Act, 1985,
on 6 JULY 1999.

Signed at Edinburgh
7 JULY 1999



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



N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

REGISTER of Charges, Alterations to Charges,

COMPANY: SC015382 CHARGE: 4

(1) Date of Registration	(2) Serial Number of Document on File	(3) Date of Creation of each Charge and Description thereof	(4) Date of the aquisition of the Property	(5) Amount secured by the Charge £	(6) Short Particulars of the Property Charged	(7) Names of the Persons entitled to the Charge
06/07/1999 FLOATING CHARGE & GUARANTEE		25/ 6/99 FLOATING CHARGE		ALL SUMS DUE, OR TO BECOME DUE	UNDERTAKING AND ALL PROPERTY AND ASSETS PRESENT AND FUTURE OF THE COMPANY INCLUDING UNCALLED CAPITAL	THE ROYAL BANK OF SCOTLAND plc

Memoranda of Satisfaction and Appointments etc. of Receivers

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

COMPANY: SC015382 CHARGE: 4

(8) In the case of a floating charge, a statement of the provisions, if any, prohibiting or restricting the creation by the company of any fixed security or any other floating charge having priority over, or ranking <i>pari passu</i> with the floating charge.	(9) In the case of a floating charge, a statement of the provisions if any regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property the subject of the floating charge or any part of it.	(10) Amount or rate per cent of the Commission Allowance or discount	(11) Memoranda of Satisfaction	(12) Receiver		
				Name	Date of Appointment	Date of Ceasing to act
COMPANY ARE EXPRESSLY PROHIBITED FROM CREATING SUBSEQUENT FIXED SECURITY HAVING PRIORITY OVER OR RANKING EQUALLY WITH THE FLOATING CHARGE						