

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

10

3049897

Name of company

* Telegraph Australian Holdings Limited (the "Guarantor")

Date of creation of the charge

23rd December, 2002

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

Third Amended and Restated Guaranty dated 23rd December, 2002 between the Guarantor and certain other companies listed therein (the "Additional Guarantors") in favour of the Secured Parties and the Administrative Agent (the "US Guaranty").

Amount secured by the mortgage or charge

All obligations of the ~~Guarantor~~ ^{Company} and the ~~Additional Guarantors~~ owing to the ~~Administrative Agent~~ or any other ~~Secured Party~~ under the US Guaranty, whether or not then due.

See the Schedule to this Form 395 for definitions.

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

Wachovia Bank, N.A. as Administrative Agent, One Wachovia Center, 301 South College Street, Charlotte, North Carolina, 282880604.

Postcode

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

Shearman & Sterling
Broadgate West
9 Appold Street
London
EC2A 2AP

For official Use
Mortgage Section

Post room



LDS
COMPANIES HOUSE

0148
08/01/03

Time critical reference
LNDOCS01/297230.1

Short particulars of all the property mortgaged or charged

The Guarantor granted to the Administrative Agent and each of the other Secured Parties a continuing security interest in, any and all balances, credits, deposits, accounts or moneys of the Guarantor then or thereafter maintained with the Administrative Agent or such other Secured Party and any and all property of every kind or description or in the name of the Guarantor now or hereafter, for any reason or purpose whatsoever, in the possession or control of, or in transit to, the Administrative Agent or such other Secured Party or any agent or bailee thereafter.

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 Sheoman Sterling

Date 8/1/03

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

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† 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 CF14 3UZ

SCHEDULE

"Amended and Restated Credit Agreement" is the fifth amended and restated credit agreement dated 23rd December, 2002 between inter alios Hollinger International Publishing Inc., Telegraph Group Limited, First DT Holdings Limited, the entities party thereto as Lenders, Wachovia Bank, N.A. as Issuing Bank, Administrative Agent and Security Trustee and Wachovia Securities, Inc. as Sole Lead Arranger (as amended, supplemented and/or restated from time to time);

"Borrower" means the Hollinger International Publishing INC., Telegraph Group Limited, First DT Holdings Limited and each Incremental Borrower (referred to collectively as the "Borrowers");

"Hedging Agreements" means all agreements that are defined to be "Hedging Agreements" in the Amended and Restated Credit Agreement that are entered into between any Borrower and a Qualified Hedge Counterparty;

"Incremental Borrower" is defined in Section 3.1 of the Amended and Restated Credit Agreement;

"Issuing Bank" means Wachovia Bank in its capacity as issuer of Letters of Credit;

"Lender" is defined in the fourth recital of the US Guaranty;

"Letter of Credit" means 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;

"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;

"Qualified Hedge Counterparty" means Wachovia Bank, N.A., and each other Person who, on the date the applicable Hedging Agreement is entered into, is a Lender or an affiliate of a Lender; and

"Secured Parties" means the Lenders, the Issuing Bank, the Administrative Agent and each Qualified Hedge Counterparty.

FILE COPY



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

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

COMPANY No. 03049897

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A THIRD AMENDED AND RESTATED GUARANTY DATED THE 23rd DECEMBER 2002 AND CREATED BY TELEGRAPH AUSTRALIAN HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND THE ADDITIONAL GUARANTORS TO WACHOVIA BANK, N.A. (AS ADMINISTRATIVE AGENT) OR ANY OTHER SECURED PARTY 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 8th JANUARY 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th JANUARY 2003.

20
03



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —