

# M

CHFP025

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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 £13 is payable to Companies House in respect  
of each register entry for a mortgage or charge.

725589/13  
**395**

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

19

00630968

Name of company

\* PARALLEL MEDIA GROUP PLC

Date of creation of the charge

18 June 2008

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

Debenture containing fixed and floating charges

Amount secured by the mortgage or charge

Up to 1,600,000 euros advanced to the Company pursuant to the terms and conditions of the convertible loan agreement dated 18 June 2008 and the convertible loan restructuring, amendment and consolidation agreement dated 29 April 2008 between the Company (1) and Trafalgar Capital Specialized Investment Fund (2) or the principle amount outstanding at the time being of that loan (including any compound interest)

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

TRAFALGAR CAPITAL SPECIALIZED INVESTMENT FUND, as represented by TRAFALGAR CAPITAL SARL, 8-10 Rue Mathias Hardt, BP 3023, Luxembourg, L-1030 (the "Lender")

Postcode

Presentor's name address and  
reference (if any)

MEMERY CRYSTAL LLP  
44 SOUTHAMPTON BUILDINGS  
LONDON WC2A 1AP

+44 (0) 20 7242 5905

Time critical reference

For official Use (06/2005)  
Mortgage Section

Post room

MONDAY



\*LKRWK17K\*

LD6

07/07/2008

38

COMPANIES HOUSE

## Short particulars of all the property mortgaged or charged

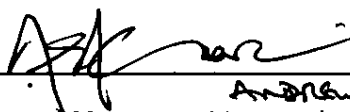
by way of legal mortgage all estates or interests in the freehold and leasehold property described in the Schedule together with all present and future buildings and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the property by way of fixed charge 2.1.2.1 of the Debenture all estates or interests in any freehold or leasehold property belonging to the Company now or at any time after the date of this Debenture (other than any property charged in terms of clause 2.1.1 of the Debenture) together with all buildings and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the property all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land; the benefit of all other agreements relating to land which the Company is or may become party or otherwise entitled all plant and machinery of the Company now or in the future attached to property which is charged by the foregoing provisions of this clause 2.1 of the Debenture all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights money or property of a capital nature at any time accruing or offered in relation to them, whether by way of bonus consolidation conversion exchange option preference return of capital or otherwise all rights money or property of an income nature at any time accruing or payable in relation to the stocks shares and other securities charged by clause 2.1.2.5 of the Debenture whether by way of dividend distribution interest or otherwise all rights and interests in and claims under all insurance contracts or policies now or in the future held by or inuring to the benefit of the Company which relate to Fixed Charge Assets (including all money payable under such contracts and policies) all rights and interest and claims under all other insurance or assurance contracts or policies now or in the future held by or inuring to the benefit of the Company (including all money payable under them) all patents utility models registered and unregistered trade and service marks rights in passing off copyright registered and unregistered rights in designs and database rights in each case now or in the future held by the Company (whether alone or jointly with others) anywhere in the world and including any extensions and renewals of and any application for such rights the benefit of all agreements and licences now or in the future entered into or enjoyed by the Company relating to the use or exploitation by or on behalf of the Company in any part of the world of any such rights as are referred to in clause 2.1.2.9 of the Debenture but owned by others all the Company's rights now or in the future in relation to trade secrets confidential information and know how in any part of the world all present and future book debts of the Company all other present and future debts or monetary claims of the Company against third parties (excluding those charged under clauses 2.1.2.7 or 2.1.2.8 of the Debenture or arising on fluctuating accounts with other Group Companies) the benefit of all warranties instruments guarantees charges pledges and other security and all other rights and remedies available to the Company in respect of any Fixed Charge Assets all present and future bank accounts cash at bank and credit balances of the Company (excluding those arising on fluctuating accounts) with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest) and all rights money or property accruing or payable to the Company now or in the future under or by virtue of a Fixed Charge Asset except to the extent that such rights money or property are for the time being effectively charged by fixed charge under the foregoing provisions of this clause 2.1 of the Debenture by way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by this clause 2 of the Debenture

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

## Particulars as to commission allowance or discount (note 3)

Signed

  
Andrew GARR

Date 18.06.2008

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

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

## Notes

† delete as appropriate

- 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**.



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

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

COMPANY NO. 630968  
CHARGE NO. 19

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE CONTAINING FIXED  
AND FLOATING CHARGES DATED 18 JUNE 2008 AND CREATED  
BY PARALLEL MEDIA GROUP PLC FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE UP TO 1,600,000 EUROS  
FROM THE COMPANY 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 7 JULY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 JULY 2008



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES