

M

Particulars of a mortgage or charge

395

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

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

*insert full name
of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use - Company number

2111

2743032

Name of company

* TELEVISION SUPPORT SERVICES LIMITED (the "Company")

Date of creation of the charge

27 JULY 2001

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

Debenture dated 27 July 2001 (the "Debenture") between Television Support Services Limited (the "Company") and Barclays Bank PLC as trustee for the Secured Parties (the "Security Trustee").

Amount secured by the mortgage or charge

See Schedules 1 & 2

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

Barclays Bank PLC, 5 The North Colonnade, Canary Wharf, London

Postcode E14 4BB

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

Clifford Chance LLP
200 Aldersgate Street
London
EC1A 4JJ

Ref: AMK

Time critical reference

Lon-2/998718

For official Use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

See Schedules 1 and 3 - 6

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)

None

Signed

Date

13 August 2001

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

*Schedules to Form 395 relating to the Debenture entered into by
Television Support Services Limited dated 27 July 2001*

**SCHEDULE 1
DEFINITIONS**

In this form 395:

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

"Agent" means Barclays Bank PLC as agent under the Facility Agreement.

"Assigned Account" means the Proceeds Account and prior to an Event of Default any other Account that may be agreed between the Security Trustee and the Company **provided that** following an Event of Default the Security Trustee may identify in writing any other Account as an Assigned Account.

"Charged Intellectual Property" means the Trade Marks and all other Intellectual Property owned or used by the Company now or in the future and all Related Rights but excluding the Copyright.

"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 Security Trustee by or pursuant to the Debenture.

"Copyright" means all copyrights, database rights and rights of a similar nature, subsisting anywhere in the world and owned by the Company now or in the future.

"Event of Default" shall have the meaning given to it in the Facility Agreement.

"Facility Agreement" means the facility agreement dated 1 July 2001 made between the Company, Barclays Bank PLC as Agent and Security Trustee and the Lenders as defined therein as amended, varied, novated or supplemented from time to time.

"Finance Documents" shall have the meaning given to it in the Facility Agreement.

"Insurance Policy" means any policy of insurance in which the Company may from time to time have an interest.

"Insolvency Option" shall have the meaning given to it in the Facility Agreement.

"Intellectual Property" means any patents, trade marks, service marks, registered designs, design rights, the benefit of all waivers of moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered other than the Copyright and the benefit of all applications and rights and licences to use such assets wherever subsisting 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).

"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, the Copyright, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Company is a party and any other assets, property, rights or undertaking of the Company).

"Proceeds Account" means any Assigned Account that may from time to time be specified in writing by the Security Trustee as an Account into which the proceeds of the getting in or realisation of any Monetary Claims in relation to the Insolvency Option are to be paid and in respect of which the relevant bank or financial institution has agreed to operate such Account in accordance with any procedures stipulated by the Security Trustee.

"Real Property" means:

- (a) any freehold, leasehold or immovable property (including the freehold and leasehold property in England and Wales specified in Schedule 4 (*Details of Real Property*) but excluding any property which the Company has notified the Security Trustee in writing prior to the date of the Debenture is subject to an absolute prohibition on charging or granting a security interest over such 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 specified 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 asset.

"Secured Parties" means the Security Trustee, any Receiver or Delegate (as defined in the Facility Agreement), the Agent, and each Lender from time to time party to the Facility Agreement (and as defined therein).

"Shares" means all of the shares held by, to the order or on behalf of the Company at any time which are specified by the Agent as constituting shares to be charged under the Debenture including, without limitation, those shares listed in Schedule 6 (*Details of Shares*).

"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress) and all Related Rights.

"Trade Marks" means the trade marks listed in Schedule 5 (*Details of Trade Marks*).

SCHEDULE 2
AMOUNT SECURED BY THE MORTGAGE OR CHARGE

The Company covenanted with the Security Trustee as trustee for the Secured Parties that it shall at the time and in the manner provided in the Finance Documents discharge all obligations which the Company may at any time have to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties under or pursuant to the Finance Documents (including the Debenture) including any liability in respect of any further advances made under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) and the Company shall pay to the Security Trustee when due and payable every sum at any time owing, due or incurred by the Company to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities 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 this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law (the "**Secured Obligations**").

SCHEDULE 3
SHORT PARTICULARS OF ALL THE PROPERTY CHARGED

1. FIXED CHARGES, ASSIGNMENTS AND FLOATING CHARGE

1.1 Fixed Charges

The Company charged with full title guarantee in favour of the Security 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 any goodwill and rights in relation to the uncalled capital of the Company;
- 1.1.5 the Investments;
- 1.1.6 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);
- 1.1.7 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; and
- 1.1.8 the Charged Intellectual Property.

1.2 Assignments

The Company assigned with full title guarantee to the Security 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 the proceeds of any Insurance Policy and all Related Rights;
- 1.2.2 all rights and claims in relation to any Assigned Account;
- 1.2.3 the Copyright.

1.3 Floating Charge

The Company charged with full title guarantee in favour of the Security 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 Security Trustee as security for the Secured Obligations.

1.4 Exceptions to the Security

The security created pursuant to Clause 3 of the Debenture shall not extend to any asset situated outside England and Wales to the extent that, and for so long as, any such security would be unlawful under the laws of the jurisdiction in which such asset is situated.

FURTHER ASSURANCE

The Debenture contains covenants for further assurance.

NEGATIVE PLEDGE

The Debenture contains a negative pledge.

SCHEDULE 4
DETAILS OF REAL PROPERTY

Registered Land

None

SCHEDULE 5
DETAILS OF TRADE MARKS

None

SCHEDULE 6
DETAILS OF SHARES

None

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02743032

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 27th JULY 2001 AND CREATED BY TELEVISION SUPPORT SERVICES LIMITED FOR SECURING ALL OBLIGATIONS DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC AS TRUSTEE FOR THE SECURED PARTIES (AS DEFINED) ON THE TERMS AND CONDITIONS SET OUT IN THE FACILITY AGREEMENT (THE "SECURITY TRUSTEE") OR ANY OF THE OTHER SECURED PARTIES UNDER OR PURSUANT TO THE FINANCE DOCUMENTS (AS DEFINED) (INCLUDING THE DEBENTURE) INCLUDING ANY LIABILITY IN RESPECT OF FURTHER ADVANCES MADE UNDER THE FINANCE DOCUMENTS AND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 14th AUGUST 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16th AUGUST 2001.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —