

# M

CHFP025

Please do not  
write in  
this margin

Please complete  
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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



03087069

Name of company

\* September Songs Limited (the "Charging Company")

Date of creation of the charge

6 September 2007

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

Deed of Accession and Charge (the "Deed of Accession") dated 6 September 2007  
executed by the Charging Company in relation to a guarantee and debenture dated 15  
December 2005 between DCD Media plc and certain of its Subsidiaries (as Chargors)  
and the Security Agent as agent and trustee for the Loan Note Holders (as defined  
in the attached schedule) (the "Debenture")

Amount secured by the mortgage or charge

See Part II of the attached Schedule

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

Highbridge Capital Management, LLC, 9 West 57th Street, 27th Floor, New  
York, New York, 10019, USA (the "Security Agent")

Postcode

Presenter's name address and  
reference (if any)

Lovells LLP  
Atlantic House  
Holborn Viaduct  
London  
EC1A 2FG

Time critical reference

F3CMM/P3230 00199/1860772

For official Use (06/2005)

Mortgage Section

Post room

MONDAY



A41

\*A9PRNT8N\*

24/09/2007

327

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See Part III of the attached Schedule

Part VI of the attached Schedule contains covenants by, and restrictions on, the Charging Company which protect and further define the charges created by the Deed of Accession, and which must be read as part of those charges

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)

Not Applicable

Signed *Lovells LLP*

Date *21<sup>st</sup> September 2007*

On behalf of ~~XXXXXXXXXXXX~~ [chargee] †

A fee 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 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**

## SCHEDULE TO FORM 395

SEPTEMBER SONGS LIMITED  
COMPANY NUMBER 03087069

### Part I

#### Definitions

In this Schedule, all clause references are references to clauses in the Debenture, unless otherwise stated, and words or expressions defined in the Debenture shall, unless otherwise defined below, bear the same meaning in this Schedule

In addition, in this Schedule the following expressions have the following meanings

**"Accession Date"** means 6 September 2007,

**"Acquisition Document Claims"** means all of the Charging Company's rights, title and interest and benefit in and to, and any sums payable to the Charging Company pursuant to, all representations, warranties, undertakings and indemnities to, agreements with and security to be provided in favour of the Charging Company, and any rights of abatement or set-off, and all other rights of recovery under or pursuant to any Acquisition Document,

**"Acquisition Documents"** means any agreement for the acquisition by the Charging Company, from a Vendor, of any Securities in any person or of any business, together with all deeds of transfer, stock transfer forms, deeds of covenants and other documents entered into in connection with that acquisition agreement,

**"Assets"** means all of the Charging Company's undertaking, property, assets, revenues and rights of every description, or any part of them,

**"Chargors"** means each company named in Schedule 1 (*The Chargors*) of the Debenture (including the Charging Company) and (with effect from its accession) each other company which executes a Deed of Accession and Charge,

**"Collection Account"** means the Charging Company's account into which it is required by the Security Agent to pay its Receivables,

**"Derivative Rights"** means all dividends, interest or distributions and all other rights and benefits of an income nature accruing at any time in respect of any Securities,

**"Fixed Charge Asset"** means an Asset for the time being comprised within an assignment or mortgage or fixed charge created by Clause 2.1 (*Creation of security assignments*) or Clause 2.2 (*Creation of fixed security*) of the Deed of Accession as described in paragraphs 1 and 2 of Part III of this Schedule,

**"Floating Charge Asset"** means an Asset for the time being comprised within the floating charge described in paragraph 3 of Part III of this Schedule but, if it is also a Fixed Charge Asset, only insofar as concerns that floating charge,

**"Group"** means DCD Media plc and its Subsidiaries from time to time,

**"Guarantor"** means the Charging Company insofar only as it covenants and guarantees under Clause 2.1 (*Covenant to pay*) of the Debenture to pay or discharge indebtedness due or owing by the other Chargors to the Secured Parties and **"Guarantors"** and **"Guarantee"** shall be construed accordingly,

**"Indebtedness"** means any obligation for the payment or repayment of money in any currency, whether present or future, actual or contingent, joint or several, whether incurred as principal or surety or in any other way whatever, and including principal, interest, commission, fees and other charges,

**"Insurance Policies"** means any contract or policy of insurance of the Charging Company (including all cover notes) of whatever nature which are from time to time taken out by or on behalf of the Charging Company or (to the extent of its interest) in which the Charging Company has an interest at any time,

**"Intellectual Property"** means all of the Charging Company's patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products), Programme Rights, and, in each case, any extensions and renewals of, and any applications for, such rights,

**"Intellectual Property Rights"** means all and any of the Charging Company's Intellectual Property and all other intellectual property rights and other rights, causes of action, interests and assets charged by it by the charges described in paragraph 2 (c) (x) to (xv) inclusive of Part III of this Schedule,

**"Land"** includes freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures)

**"Loan Note Holders"** means the holders from time to time of the Loan Notes, being the persons named as the legal owner in the register of such Loan Notes and, subject to compliance with Clause 31 1 (*Transfer*) of the Debenture, each permitted transferee,

**"Loan Note Instrument"** means the loan note instrument dated on or about the date of the Debenture,

**"Loan Notes"** means the £4,000,000 subordinated convertible secured loan notes due 2012 issued or to be issued under the Loan Note Instrument, and any future loan notes in the same terms permitted to be issued under the terms of the Secured Documents,

**"Permitted Disposals"** has the meaning given to that term in the Debenture,

**"Permitted Licensing"** has the meaning given to that term in the Debenture,

**"Programme Rights"** means the Intellectual Property Rights which are audio visual programme exploitation rights,

**"Receivables"** means all sums of money receivable by the Charging Company now or in the future consisting of or payable under or derived from any Asset described in paragraphs 1 or 2 of Part III of this Schedule,

**"Relevant System"** has the meaning given to that term by the Uncertificated Securities Regulations 2001 and includes the CREST system and also any other system or facility (whether established in the United Kingdom or elsewhere) providing means for the deposit of, and clearance of transactions in, Securities,

**"Secured Documents"** means

- (a) the Debenture,
- (b) the Subscription Agreement,

- (c) the Loan Note Instrument,
- (d) the Loan Notes,
- (e) any other document entered into by any Chargor in connection with any of the above and any variation to any of them, and
- (f) any other document or agreement entered into from time to time which is designated as a Secured Document by the Parent and the Security Agent,

each Secured Document as defined in the Debenture,

**"Secured Parties"** means the Security Agent and the Loan Note Holders,

**"Secured Sums"** means all Indebtedness covenanted and/or guaranteed to be paid or discharged by the Charging Company to the Security Agent for the Secured Parties under clause 12 (*Covenant to pay*) of the Deed of Accession (as described in Part II of this Schedule) (but excluding, for the avoidance of doubt, any Indebtedness (not being Indebtedness under the Loan Notes) arising solely in respect of any ordinary shares owned by a Secured Party),

**"Securities"** means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Part II, Schedule 2 of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depositary interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Securities by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise,

**"Security Documents"** means the Debenture and any other agreement, document or instrument entered into by a member of the Group which creates or evidences, or purports to create or evidence, any Security Interest in favour of the Security Agent as security for the Secured Sums,

**"Security Interest"** includes any mortgage, charge, pledge, lien, hypothecation, assignment by way of security, title retention or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

**"Specified Intellectual Property"** means the Intellectual Property listed in Part V of this Schedule,

**"Specified Securities"** means all Securities

- (a) which at the Accession Date or in the future represent a holding in a Subsidiary of the Charging Company or an undertaking which would be its subsidiary undertaking if in section 258(2)(a) of the Act "30 per cent or more" were substituted for "a majority",
- (b) which are at the Accession Date or in the future held in the name of the Security Agent or its nominee or to its order, or
- (c) the certificates for which are now or in the future deposited by the Charging Company with the Security Agent or which, if uncertificated, are held in an escrow or other account in favour of the Security Agent or its nominee,

**"Subsidiary"** means a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985,

**"Vendors"** means each person who is party to an Acquisition Document as vendor and each other person (if any) who is party to an Acquisition Document and who is (or could be) liable for an Acquisition Document Claim in favour of a Chargor, and **"Vendor"** means any of them

References to any document include references to such document as varied in any manner from time to time, even if changes are made to the composition of the parties to such document or to the nature or amount of any facilities made available under such document

## **Part II**

### **Amount secured by the mortgage or charge**

By clause 1 2 (*Covenant to pay*) of the Deed of Accession, the Charging Company covenanted to pay or discharge to the Security Agent on its demand in writing all Indebtedness now or in the future due, owing or incurred by it to each Secured Party

## **Part III**

### **Short particulars of the property mortgaged or charged**

- 1 By clause 2 1 (*Creation of Security Assignments*) of the Deed of Accession, the Charging Company, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigned, and agreed to assign, absolutely to the Security Agent
  - (a) the benefit of all its Acquisition Document Claims, and
  - (b) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies
- 2 By clause 2 2 (*Creation of fixed security*) of the Deed of Accession, the Charging Company, with full title guarantee, as security for the payment or discharge of all Secured Sums, charged to the Security Agent
  - (a) by way of legal mortgage, all Land in England and Wales at the Accession Date vested in it and registered at the Land Registry as described in Schedule 3 (*Registered Land to be Mortgaged*) of the Deed of Accession (and detailed in Part VI of this Schedule),
  - (b) by way of legal mortgage, all Land in England and Wales at the Accession Date vested in it and not registered at the Land Registry,
  - (c) by way of fixed charge
    - (i) all other Land which is at the Accession Date, or in the future becomes, its property,
    - (ii) all interests and rights in or relating to Land or the proceeds of sale of Land at the Accession Date or in the future belonging to it,
    - (iii) all plant and machinery at the Accession Date or in the future attached to any Land which, or an interest in which, is charged by it under the provisions described in the preceding sub-paragraphs of this paragraph 2(c),

- (iv) all rental and other income and all debts and claims at the Accession Date or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land,
- (v) all Specified Securities which are at the Accession Date, or in the future become, its property,
- (vi) all Dervative Rights at the Accession Date or in the future accruing in respect of its Specified Securities,
- (vii) where Specified Securities are held in a Relevant System, all its rights against the operator of the Relevant System or any participant in respect of such Specified Securities,
- (viii) all insurance or assurance contracts or policies at the Accession Date or in the future held by or otherwise benefiting it which relate to Fixed Charge Assets or which are at the Accession Date or in the future deposited by it with the Secury Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them),
- (ix) all its goodwill and uncalled capital for the time being,
- (x) all Specified Intellectual Property (including all Programme Rights) (as described in Part V of this Schedule) belonging to it,
- (xi) all other Intellectual Property at the Accession Date belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,
- (xii) all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,
- (xiii) the benefit of all agreements and licences at the Accession Date or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world,
- (xiv) all its rights at the Accession Date or in the future in relation to trade secrets, confidential information and know-how in any part of the world,
- (xv) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights described in paragraphs 2(b)(x) to (xiv) inclusive,
- (xvi) all trade debts at the Accession Date or in the future owing to it,
- (xvii) all debts owing to it as described in Schedule 11 to the Debenture,
- (xviii) all other debts at the Accession Date or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group,
- (xix) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Charge Asset,

- (xx) all its interests and rights (if any) in or to any money at any time standing to the credit of any Collection Account, and
  - (xxi) all rights, money or property accruing or payable to it at the Accession Date 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 assigned under Clause 2 1 (*Creation of security assignments*) of the Deed of Accession or charged by fixed charge under the provisions of Clause 2 2 of the Deed of Accession (as described in the foregoing paragraph 2 of this Schedule)
- 3 By clause 3 (*Creation of floating charge*) of the Deed of Accession, the Charging Company, with full title guarantee, charged to the Security Agent as security for the payment or discharge of all Secured Sums, by way of floating charge
- (a) all its Assets except to the extent that such Assets are for the time being effectively assigned on the terms described in paragraph 1 above or charged or mortgaged by any fixed charge or mortgage contained in the terms described in paragraph 2 above including any Assets comprised within a charge which is reconverted under Clause 4 4 (*Reconversion*) of the Debenture, and
  - (b) without exception, all its Assets insofar as they are for the time being situated in Scotland,

but in each case so that the Charging Company shall not create any Security Interest over any such Asset (whether having priority over, or ranking *pari passu* with or subject to, this floating charge) or take any other step referred to in Clause 7 (*Negative pledge and other restrictions*) of the Debenture with respect to any such Asset, and the Charging Company shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Asset except by way of sale in the ordinary course of its business

## Part IV

### Covenants and Restrictions

- 1 By clause 1 1 (*Accession*) of the Deed of Accession, the Charging Company agreed to be bound by the terms of the Debenture and to perform all its obligations (whether as Guarantor, Charging Company or otherwise) under the Debenture with effect from the Accession Date as if it had been an original party to the Debenture

For information, the Debenture includes the following covenants

#### 1 1 Collection of Receivables

- (a) By clause 6 1 (*Collection Account*) of the Debenture, the Charging Company agreed that it will collect and realise all its Receivables and, immediately on receipt, pay all money so collected into the Collection Account specified from time to time by the Security Agent in the form set out in Part 1 of Schedule 7 of the Debenture. The Charging Company shall, pending such payment, hold all money so received upon trust for the Security Agent
- (b) By clause 6 3 (*No derogation*) of the Debenture, the Charging Company agreed not to purport, without the Security Agent's prior written consent, to charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of



any Receivable in favour of any person or do or omit to do anything which might delay or prejudice its full recovery

## 1 2 **Negative pledge and other Restrictions**

By clause 7 (*Negative Pledge and other Restrictions*) of the Debenture, the Charging Company agreed that it would not, without the prior written consent of the Security Agent

- (a) create, or agree or attempt to create, or permit to subsist, any Security Interest (except under the Debenture, any other debenture in favour of the Security Agent to secure the Secured Documents and Existing Debenture) or any trust over any of its Assets, or permit any lien (other than a lien arising by operation of law in the ordinary course of the Charging Company's business) to arise or subsist over any of its Assets,
- (b) (except as permitted by the terms of the Debenture) sell, assign or grant any interest in, or (except for Permitted Licensing) lease, license or sub-license, any of its Fixed Charge Assets, or part with possession or ownership of them, or purport or agree to do so

## 1 3 **Further assurance**

By clause 8 (*Further Assurance*) of the Debenture, the Charging Company agreed that it will, on the Security Agent's written demand, execute and deliver to the Security Agent at its own cost and in such form as the Security Agent may require

- (a) a legal mortgage of any Land in England and Wales at the Accession Date or in the future belonging to it,
- (b) a fixed charge over any interest, not capable of being charged by way of legal mortgage, in any Land at the Accession Date or in the future belonging to it,
- (c) a legal assignment or other fixed security over all or any of its Intellectual Property Rights or Receivables,
- (d) a legal mortgage or equitable mortgage or charge (at the Security Agent's option) over all or any of its Securities and/or Derivative Rights,
- (e) a chattel mortgage over such of its chattels, plant, machinery, computers and/or other equipment as the Security Agent may specify,
- (f) in relation to any Asset which is intended to be a Fixed Charge Asset under the Debenture (whether from the outset or following crystallisation of any Floating Charge Asset into a Fixed Charge Asset), a further or separate fixed charge or other fixed security over that Asset,
- (g) all assignments, transfers, mortgages, charges, notices and instructions,
- (h) where any Asset is situated outside England and Wales, such fixed security under the law of the place where the Asset is situated as the Security Agent may require, and
- (i) such other documents as the Security Agent may in its discretion think fit further to perfect any Security Document, or, following the security constituted by the Debenture becoming enforceable, to vest title to any Asset in itself or its nominee or any purchaser

**Part V**

**Specified Intellectual Property**

None

**Part VI**

**Mortgaged Property**

None

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 03087069

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ACCESSION AND CHARGE IN RELATION TO A GUARANTEE AND DEBENTURE DATED 15 DECEMBER 2005 AND DATED THE 6th SEPTEMBER 2007 AND CREATED BY SEPTEMBER SONGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO HIGHBRIDGE CAPITAL MANAGEMENT LLC (SECURITY AGENT) AND EACH SECURED PARTY WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 24th SEPTEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26th SEPTEMBER 2007

*Pangels*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES