

MG01

Particulars of a mortgage or charge



224202/13

A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



What this form is NOT for

You cannot use this form to register particulars of a charge for a company. To do this, please use form MG01s

WEDNESDAY



L2YD9Z39

LD4

09/11/2011

37

COMPANIES HOUSE

1

Company details

Company number 0 3 4 0 6 6 9 9

Company name in full Immediate Media Company Origin Limited (formerly Origin Publishing Limited) (the "Charging Company")

For official use

2

Filing in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2

Date of creation of charge

Date of creation 03 01 2011

3

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Deed of accession and charge dated 31 October 2011 and made between the Charging Company and others (1) in favour of Barclays Bank PLC (in its capacity as Security Agent for the Beneficiaries (as defined in the Continuation Pages to Section 6 of this Form MG01)) (2) (the "Accession Deed") to a Debenture (as defined in the Continuation Pages to Section 6 of this Form MG01)

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured The Secured Sums (as defined in the Continuation Pages to Section 6 of this Form MG01)

References to this Accession Deed or to any other document (including any Finance Document) (as defined in the Continuation Pages to Section 6 of this Form MG01) includes reference to this Accession Deed or such other document as varied in any manner from time to time, even if changes are made to the composition of the parties to this Accession Deed or such other document or to the nature or amount of any facilities made available under such document

Continuation page

Please use a continuation page if you need to enter more details

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

Please use a continuation page if you need to enter more details

Name	Barclays Bank PLC (in its capacity as Security Agent for the Beneficiaries)									
Address	European Loans Agency, 5 The North Colonnade, Canary Wharf, London									
Postcode	E	1	4		4	B	B			
Name										
Address										
Postcode										

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars	<p>In this Section 6, references to Clauses and Schedules are to Clauses of, and Schedules to, the Debenture unless otherwise specified. Definitions used in this Form MG01 are set out at the end of the Continuation Pages to this Section 6</p> <p>The Continuation Pages to this Section 6 refer to covenants by and restrictions on the Charging Company which protect and further define the charges created by the Accession Deed and which must be read as part of those charges</p> <p>The Charging Company agreed to be bound by all the terms of the Debenture and perform all obligations of a Chargor under, and in accordance with, the Debenture with effect from the Accession Date as if it had been an original party to the Debenture as a Chargor</p> <p>The Accession Deed creates fixed charges and a Qualifying Floating Charge over all or substantially all of the Charging Company's assets, as follows</p> <p style="text-align: center;">Particulars of property mortgaged or charged</p> <p>1 The Charging Company, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigned absolutely to the Security Agent</p> <p style="padding-left: 40px;">(a) with effect from the Closing Date, the benefit of all of its Acquisition Agreement Claims,</p>
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PLEASE SEE ATTACHED CONTINUATION SHEETS

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation page 1

all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies,

(c) all of its rights, title and interest from time to time in respect of any BBC Agreement, and

(d) all of its rights, title and interest from time to time in respect of any Structural Intra-Group Loans,

save that, subject to the terms of any other Finance Document and prior to the occurrence of the Enforcement Date all rights and remedies, any discretions or judgements, the giving of any waivers or consents and any entitlement to proceeds and claims arising under sub-paragraphs (a) to (d) of Clause 3 of the Accession Deed (as described in sub-paragraphs (a) to (d) above) shall be exercised by and at the sole discretion of the Charging Company

2 The Charging Company, with full title guarantee, as security for the payment or discharge of all Secured Sums, charged to the Security Agent

(a) [* intentionally left blank *]

(b) by way of legal mortgage, all Land in England and Wales vested in it at the Accession Date and not registered at the Land Registry (except for any Floating Charge Leasehold Property),

(c) by way of fixed charge

(i) all other Land which at the Accession Date is, or in the future becomes, its property (except for any Floating Charge Leasehold Property and excluding any leasehold property which has rack-rent payable in respect thereof or a term of 25 years or less to run),

(ii) with effect from the relevant Lessor Consent Date, each leasehold property which has by virtue of obtaining the relevant lessor's consent pursuant to paragraph (a) of Clause 3 7 (*Lessor's consent*) ceased to be a Floating Charge Leasehold Property,

(iii) all interests and rights in or relating to Land (except for any Floating Charge Leasehold Property) or the proceeds of sale of Land at the Accession Date or in the future belonging to it,

(iv) 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 preceding provisions of Clause 4 of the Accession Deed (as described in this paragraph 2) (but excluding any plant and machinery which are not owned by the Charging Company),

(v) 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,

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p style="text-align: right;">Continuation page 2</p> <ul style="list-style-type: none"> (vi) all Specified Investments (except for any Excluded Investments and any Title Disposal Investments) which are at the Accession Date its property, including all proceeds of sale derived from them, (vii) all Specified Investments (except for any Excluded Investments and any Title Disposal Investments) in which the Charging Company may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them, (viii) all Derivative Rights of a capital nature at the Accession Date or in the future accruing or offered in respect of its Specified Investments (except for any Excluded Investments and any Title Disposal Investments), (ix) all Derivative Rights of an income nature at the Accession Date or in the future accruing or offered at any time in respect of its Specified Investments (except for any Excluded Investments and any Title Disposal Investments), (x) all Title Disposal Investments which are at the Accession Date its property, including all proceeds of sale derived from them, (xi) all Title Disposal Investments in which the Charging Company may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them, (xii) all Derivative Rights of a capital nature at the Accession Date or in the future accruing or offered in respect of its Title Disposal Investments, (xiii) all Derivative Rights of an income nature at the Accession Date or in the future accruing or offered at any time in respect of its Title Disposal Investments, (xiv) 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 Security Assets or which are at the Accession Date or in the future deposited by it with the Security 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) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in the Accession Deed, (xv) all its goodwill and uncalled capital for the time being, (xvi) all Specified Intellectual Property belonging to it, (xvii) all Title Disposal Intellectual Property belonging to it, (xviii) all other Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others (except for any Floating Charge Intellectual Property), 	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p style="text-align: right;">Continuation page 3</p> <ul style="list-style-type: none"> (xix) 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 (except for any Floating Charge Intellectual Property), (xx) 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 (except for any Floating Charge Intellectual Property), (xxi) all its rights at the Accession Date or in the future in relation to trade secrets, confidential information and knowhow (except for any Floating Charge Intellectual Property), (xxii) with effect from the relevant Intellectual Property Consent Date, all Intellectual Property which by virtue of obtaining third party consent pursuant to paragraph (a) of Clause 3 8 (<i>Intellectual Property consent</i>) has ceased to be a Floating Charge Intellectual Property, (xxiii) with effect from the relevant Intellectual Property Consent Date, 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 which by virtue of obtaining third party consent pursuant to paragraph (a) of Clause 3 8 (<i>Intellectual Property consent</i>) has ceased to be a Floating Charge Intellectual Property, (xxiv) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (c)(xvi) to (xxiii) inclusive of Clause 4 of the Accession Deed (as described in sub-paragraphs c (xvi) to (xxiii) of this paragraph 2), (xxv) all trade debts at the Accession Date or in the future owing to it, (xxvi) 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, (xxvii) 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 Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3 (<i>Assignments</i>) of the Accession Deed, (xxviii) all its interests and rights (if any) in or to any money at any time standing to the credit of any Collection Account, (xxix) any beneficial interest, claim or entitlement it has to any pension fund at the Accession Date or in the future, 	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p style="text-align: right;">Continuation page 4</p> <p>(xxx) 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 Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of the Accession Deed, and</p> <p>(xxxi) all moneys at any time standing to the credit of any Holding Account and/or Mandatory Prepayment Account</p> <p>3 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</p> <p>(a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3 (<i>Assignments</i>) of the Accession Deed or charged by any fixed charge contained in Clause 4 (<i>Fixed security</i>) of the Accession Deed, including any Assets comprised within a charge which is reconverted under Clause 4.4 (<i>Reconversion</i>), and</p> <p>(b) without exception, all its Assets in so far as they are for the time being situated in Scotland,</p> <p>but in each case so that the Charging Company shall not create any Security (other than any Permitted Security) 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 (<i>Negative pledge and other restrictions</i>) with respect to any such Asset (except to the extent permitted under any Finance Document)</p> <p style="text-align: center;">Covenants and restrictions contained in the Debenture</p> <p>1 By Clause 7 (<i>No Disposals</i>) of the Accession Deed, the Charging Company acknowledged that by its accession to the Facilities Agreement it has agreed that it shall not make any sale, lease, licence, transfer, loan or other disposal of any asset, undertaking or business (whether by a voluntary or involuntary single transaction or series of transactions) unless permitted to do so under the terms of the Facilities Agreement</p> <p>2 By acceding to Clause 7 (<i>Negative pledge and other restrictions</i>) the Charging Company agreed that, except as otherwise permitted under any Finance Documents or with the prior written consent of the Security Agent</p> <p>(a) it would not create or permit to subsist any Security over any of its Assets,</p> <p>(b) it would not sell, transfer or otherwise dispose of any of its Receivables, and</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p style="text-align: right;">Continuation page 5</p> <p>(c) it would not</p> <p>(i) sell, transfer or otherwise dispose of any of its Assets on terms whereby they are or may be leased to or re-acquired by any other Group Company,</p> <p>(ii) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or</p> <p>(iii) enter into any other preferential arrangement having a similar effect,</p> <p>in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an Asset</p> <p>3 By acceding to Clause 11 2 (<i>Negative covenants</i>), the Charging Company agreed that it would not, without the prior written consent of the Security Agent (any such consent to be determined in accordance with the terms of the Intercreditor Agreement) (except to the extent permitted under any Finance Document)</p> <p>(a) enter into any onerous or restrictive obligation affecting its Material Land or create or permit to arise any overriding interest or any easement or right whatever in or over it which will materially and adversely affect the interests of the Beneficiaries or the Security constituted by the Accession Deed over it,</p> <p>(b) exercise any power of leasing in relation to its Material Land, or accept surrenders of leases of any of its Material Land or agree to do so,</p> <p>(c) extend, renew on substantially different terms or vary any lease or tenancy agreement or give any licence to assign or underlet in relation to its Land to the extent that it would materially and adversely affect the interests of the Beneficiaries or the Security constituted by the Accession Deed,</p> <p>(d) make any election to waive the exemption under paragraph 2 of Schedule 10 of the Value Added Tax Act 1994 in its capacity as landlord of any such Land,</p> <p>(e) part with possession of its Land (except on the determination of any lease, tenancy or licence granted to it or as expressly permitted by the terms of the Finance Documents), or</p> <p>(f) share the occupation of any Material Land with any other person or agree to do so</p> <p>4 By acceding to Clause 12 2 (<i>Negative covenants</i>), the Charging Company agreed that it would not, without the prior written consent of the Security Agent (other than as permitted by the Finance Documents)</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p style="text-align: right;">Continuation page 6</p> <p>(a) sell, assign, lease, license, sub-license or grant any interest in its Intellectual Property Rights relating to Material Intellectual Property, or purport or agree to do so or part with possession or ownership of them, or allow any third party access to, or the right to use or exploit, any Intellectual Property Rights relating to Material Intellectual Property,</p> <p>(b) enter into any contract or arrangement for supply or otherwise whereby any third party obtains any assignment of or any right or licence in relation to any Intellectual Property Rights relating to any Material Intellectual Property on the occurrence or non-occurrence of any future event or circumstance whatever,</p> <p>(c) amend the specification of any registered trade mark included in its Intellectual Property Rights relating to Material Intellectual Property or authorise or permit any third party to register any trade mark which is the same as or confusingly similar to any such trade mark in respect of goods or services which are the same as or similar to the goods or services for which such trade mark is registered to the extent that it would be reasonably likely to materially and adversely affect the interests of the Beneficiaries or the security constituted by the Accession Deed, or</p> <p>(d) amend the specification or drawings referred to in any granted patent to the extent that it would be reasonably likely to materially and adversely affect the interests of the Beneficiaries or the security constituted by the Accession Deed</p> <p>5 By acceding to Clause 13.4 (<i>Negative covenants</i>) the Charging Company agreed that it would not, (unless permitted under the Finance Documents) without the prior written consent of the Security Agent consent to its Specified Investments being consolidated, sub-divided or converted or any rights attached to them being varied</p> <p style="text-align: center;">Definitions</p> <p>In this Form MG01 the following expressions have the following meanings respectively set out below</p> <p>"Account Bank" means any bank with which any Collection Account is maintained as specified in a notice substantially in a form set out at Schedule 4 (<i>Form of notice of Receivables</i>),</p> <p>"Accession Date" means 31 October 2011,</p> <p>"Acquisition Agreement Claims" means 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 the Acquisition Agreement or any other Acquisition Document (each term as defined in the Facilities Agreement unless otherwise defined in this Form MG01),</p> <p>"Agent" means Barclays Bank PLC,</p> <p>"Assets" means in relation to the Charging Company, all its undertaking, property, assets, revenues and rights of every description, or any part of them,</p>	

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation page 7

"BBC Agreement" means the Transitional Services Agreement, the Editorial Framework Agreement, the Contract Publishing Agreement, the International Agency Agreement, the Master Licence Agreement, the Digital Advertising Sales Agreement and the Trade Mark Licences (each term as defined in the Facilities Agreement),

"Beneficiary" means the Agent, the Security Agent, any Receiver or Delegate and each of the Arrangers, Bookrunners and Senior Creditors (as defined in the Intercreditor Agreement) from time to time but, in the case of the Agent, Arranger or Senior Creditor, only if it is a party to the Intercreditor Agreement or has acceded to the Intercreditor Agreement, in the appropriate capacity, pursuant Clause 13.10 (*Creditor/ Agent Accession Undertaking*) of the Intercreditor Agreement (unless otherwise specified herein, each term as defined in the Facilities Agreement),

"Chargor" means each company named below and (with effect from its accession) each other company which executes a Deed of Accession and Charge

Name of Chargor	Registered Number
Immediate Media Company Limited (formerly Vancouver Bidco Limited)	07635200
Vancouver Midco 2 Limited	07633954
Immediate Media Company London Limited (formerly BBC Magazines Limited)	06189487
Immediate Media Company Bristol Limited (formerly Bristol Magazines Limited)	05715415
Immediate Media Company Services Limited (formerly Magazine Services Limited)	05723097
Immediate Media Company Origin Holdings Limited (formerly OPL Holdings Limited)	05739044
Immediate Media Company Origin Limited (formerly Origin Publishing Limited)	03406699
Immediate Media Company Magicalia Holdings Limited (formerly Magicalia Media Limited)	05780320
Immediate Media Company Magicalia Limited (formerly Magicalia Limited)	03828584
Visordown Limited	05566664

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

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"Closing Date" means 31 October 2011,

"Collection Account" means in relation to the Charging Company its account with the Account Bank into which it pays its Receivables as specified in a notice substantially in a form set out at Schedule 4 (*Form of Notice Receivables*),

"Debenture" means the debenture dated 12 August 2011 and made between Vancouver Midco 2 Limited and certain of its subsidiaries as Chargors (1) and the Security Agent (2),

"Declared Default" means the occurrence of an Event of Default which has resulted in a notice being served by the Agent in accordance with Clause 26 20 (*Rights on a default*) of the Facilities Agreement,

"Deed of Accession and Charge" means a deed of accession and charge substantially in the form of Schedule 3 (*Form of Deed of Accession and Charge for a New Chargor*),

"Derivative Rights" includes

- (a) allotments, rights, money or property arising at any time in relation to any Investments by way of conversion, exchange, redemption, bonus, preference, option or otherwise,
- (a) dividends, distributions, interest and other income paid or payable in relation to any Investments, and
- (b) stock, shares and securities offered in addition to or in substitution for any Investments

"Enforcement Date" means the date on which

- (a) a Declared Default occurs,
- (b) a step or proceeding is taken for the appointment of an administrator, liquidator or provisional liquidator in relation to the Charging Company,
- (c) notices to creditors are sent out under section 98 of the Insolvency Act 1986 in relation to the Charging Company,
- (d) a proposal is made in relation to the Charging Company for a voluntary arrangement under Part I of the Insolvency Act 1986,
- (e) a step or proceeding is taken in relation to the Charging Company with a view to seeking a moratorium, or
- (f) a request has been made by the Parent and/or the Charging Company to the Security Agent for the appointment of a Receiver or an administrator over its Assets or in respect of the Charging Company,

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p style="text-align: right;">Continuation page 9</p> <p>save that paragraphs (b) to (f) above shall not apply to</p> <ul style="list-style-type: none"> (i) any winding up petition which is frivolous or vexatious and is discharged, stayed or dismissed before it is advertised and in any event within 14 days of commencement, (ii) any application for administration made by a person other than any member of the Group or Holdco or any of their directors or any designated officer in the exercise of the power conferred by Section 87A of the Magistrates Court Act 1980 and which is <ul style="list-style-type: none"> (1) frivolous or vexatious, and (2) discharged, stayed or dismissed within three Business Days of presentation and in any event at least seven Business Days before the date on which such application is due to be heard, <p>and provided that the Parent has delivered to the Agent a copy of any such administration application within one Business Day of receipt of such application by any Material Company</p> <p>"Event of Default" an Event of Default under and as defined in the Facilities Agreement,</p> <p>"Excluded Investment" means any Specified Investment held by the Charging Company that is a Joint Venture (including Genealogy Events Limited (registered number 6201681) that is prohibited or restricted from being charged or for which third party consent is required (as defined in the Facilities Agreement or this Form MG01),</p> <p>"Facilities Agreement" means the facilities agreement dated 12 August 2011 between, amongst others, the Parent, the Companies listed therein as Original Borrowers, the Companies listed therein as Original Guarantors, Barclays Corporate, GE Corporate Finance Bank SAS and Lloyds TSB Bank plc (as Arrangers and Bookrunners), the Original Lenders and Barclays Bank PLC as Agent and as Security Agent (each term as defined in the Facilities Agreement unless otherwise defined herein),</p> <p>"Finance Document" means the Facilities Agreement, any Accession Deed, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a "Finance Document" by the Agent and the Parent (unless otherwise specified herein, each term as defined in the Facilities Agreement),</p> <p>"Financial Indebtedness" has the meaning given to that term in the Facilities Agreement,</p> <p>"Fixed Security Asset" means an Asset for the time being comprised within an assignment created by Clause 3 (<i>Assignments</i>) of the Accession Deed or within a mortgage or fixed charge created by Clause 4 (<i>Fixed security</i>) of the Accession Deed or arising on crystallisation of a floating charge whether under Clause 4 (<i>Crystallisation</i>) or otherwise,</p>	

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Particulars of a mortgage or charge

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Short particulars	<p data-bbox="309 376 1034 403">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="309 488 1503 607">"Floating Charge Leasehold Property" means any leasehold property owned by the Charging Company which the Charging Company is prohibited or restricted under the terms of the lease from charging or for which landlord consent is required and has not yet been obtained in accordance with paragraph (a) of Clause 3 7 (<i>Lessor's consent</i>),</p> <p data-bbox="309 636 895 663">"Floating Charge Intellectual Property" means</p> <ul data-bbox="309 696 1503 846" style="list-style-type: none"> <li data-bbox="309 696 1150 723">(a) any Intellectual Property owned by the Charging Company, and <li data-bbox="309 757 1503 846">(b) the benefit of any agreements and licences at the Accession Date or in the future entered into or enjoyed by the Charging Company relating to the use or exploitation of any Intellectual Property in any part of the world, <p data-bbox="309 880 1503 969">in each case, which the Charging Company is prohibited or restricted from charging or for which third party consent is required and has not yet been obtained in accordance with paragraph (a) of Clause 3 8 (<i>Intellectual Property consent</i>)</p> <p data-bbox="309 1003 1161 1030">"Group" has the meaning given to that term in the Facilities Agreement,</p> <p data-bbox="309 1064 1294 1090">"Group Company" has the meaning given to that term in the Facilities Agreement,</p> <p data-bbox="309 1124 1390 1151">"Hedging Agreements" has the meaning given to that term in the Intercreditor Agreement,</p> <p data-bbox="309 1184 1174 1211">"Holdco" has the meaning given to that term in the Facilities Agreement,</p> <p data-bbox="309 1245 1297 1272">"Holding Account" has the meaning given to that term in the Facilities Agreement,</p> <p data-bbox="309 1305 1503 1525">"Insurance Policy" means any contract or policy of insurance of the Charging Company (including all cover notes and excluding any third party liability, business interruption or similar contracts or policies) 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, including any insurance policy from time to time relating to the provision of insurances of a type provided under the terms of any of the insurance policies listed in Schedule 8 (<i>Insurance Policies</i>) in which the Charging Company has an interest at any time,</p> <p data-bbox="309 1559 1503 1709">"Intellectual Property" means 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) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights,</p> <p data-bbox="309 1742 1503 1870">"Intellectual Property Consent Date" means in relation to any Floating Charge Intellectual Property, the date on which the Charging Company obtains consent from the relevant third party in accordance with paragraph (a) of Clause 3 8 (<i>Intellectual Property consent</i>) to the creation of a fixed charge under paragraph (c)(xxii) or (c)(xxiii) of Clause 3 2 (<i>Fixed security</i>) (as applicable),</p>	

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation page 11

"Intellectual Property Rights" in relation to the Charging Company, means all and any of its Intellectual Property and all other intellectual property rights, causes of action, interests and assets charged by it pursuant to paragraphs (c)(xvi) to (xxiv) inclusive of Clause 4 (*Fixed security*) of the Accession Deed,

"Intercreditor Agreement" has the meaning given to that term in the Facilities Agreement,

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

"Land" means 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),

"Lessor Consent Date" means in relation to a Floating Charge Leasehold Property, the date on which the Charging Company obtains consent in accordance with paragraph (a) of Clause 3 7 (*Lessor's consent*) from the relevant lessor to the creation of a fixed charge under paragraph (c)(ii) of Clause 3 2 (*Fixed security*),

"Mandatory Prepayment Account" has the meaning given to that term in the Facilities Agreement,

"Material Company" has the meaning given to that term in the Facilities Agreement,

"Material Intellectual Property" means any Intellectual Property owned by the Charging Company which is material in the context of its business and which is required by it in order to carry on its business as it is being conducted,

"Material Land" means any Land owned by the Charging Company which is material in the context of its business and which is required by it in order to carry on its business as it is being conducted,

"Parent" means Vancouver Midco 2 Limited a limited liability company incorporated under the laws of England and Wales with registered number 07633954,

"Permitted Security" has the meaning given to that term in the Facilities Agreement,

"Receivables" in relation to the Charging Company, means all sums of money receivable by it at any time consisting of or payable under or derived from any Asset described in Clause 4 (*Fixed security*) of the Accession Deed,

"Receiver" means a receiver and manager appointed under Clause 16 (*Appointment of a Receiver or an Administrator*) including (where the context requires or permits) any substituted receiver and manager,

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation page 12

"Secured Sums" means all present and future moneys, obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Chargor owing or incurred by it to all or any of the Beneficiaries under each or any of the Finance Documents, in each case together with

- (a) all costs, charges and expenses incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Finance Document, and
- (b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents

"Security" has the meaning given to that term in the Facilities Agreement,

"Security Agent" means Barclays Bank PLC acting as security agent and trustee for the Beneficiaries including any successor appointed by the Beneficiaries pursuant to the Finance Documents,

"Specified Intellectual Property" means the Intellectual Property listed below

Owner	UK TM Number	Mark Text	Date	Status	Classes
Immediate Media Company London Limited (formerly BBC Magazines Limited)	1262543	RADIO TIMES	14 03 1986	Registered	16
Immediate Media Company London Limited (formerly BBC Magazines Limited)	2230617	RADIO TIMES	27 04 2000	Registered	9, 35

"Specified Investments" means, in relation to the Charging Company, all Investments which at any time

- (a) represent a holding in a Subsidiary of the Charging Company,
- (b) are held in the name of the Security Agent or its nominee or to its order, or
- (c) the Charging Company has deposited certificates for 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

"Structural Intra-Group Loans" has the meaning given to that term in the Facilities Agreement,

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation page 13

"Subsidiary" of a company or corporation means any company or corporation

- (a) which is controlled, directly or indirectly by the first-mentioned company or corporation, or
- (b) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the first-mentioned company or corporation, or
- (c) which is a subsidiary of another subsidiary of the first mentioned company or corporation,

and, for these purposes, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body

"Title Disposal Company" has the meaning given to that term in the Facilities Agreement,

"Title Disposal Intellectual Property" means the Intellectual Property listed below

Owner	UK TM Number	Mark Text	Date	Status	Classes
Immediate Media Company London Limited (formerly BBC Magazines Limited)	2100071	GARDENS ILLUSTRATED	13 05 1996	Registered	16
Immediate Media Company London Limited (formerly BBC Magazines Limited)	2230624	GIRL TALK	27 04 2000	Registered	9, 35
Immediate Media Company London Limited (formerly BBC Magazines Limited)	2138795	GIRL TALK	11 07 1997	Registered	9, 14, 21, 24, 32, 41
Immediate Media Company London Limited (formerly BBC Magazines Limited)	2031668A	GIRL TALK	25 08 1995	Registered	16
Immediate Media Company London Limited (formerly BBC Magazines Limited)	2408688	GIRL TALK	09 12 2005	Registered	9, 16, 41

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

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Immediate Media Company London Limited (formerly BBC Magazines Limited)	1114545	GIRL TALK	18 05 1979	Registered	3
Immediate Media Company London Limited (formerly BBC Magazines Limited)	2158136	GIRL TALK	13 02 1998	Registered	3
Immediate Media Company London Limited (formerly BBC Magazines Limited)	2230691B	HOMES AND ANTIQUES	27 04 2000	Registered	9, 35
Immediate Media Company London Limited (formerly BBC Magazines Limited)	2264012	HOMES AND ANTIQUES	12 03 2001	Registered	16
Immediate Media Company London Limited (formerly BBC Magazines Limited)	2261640	OLIVE	17 02 2001	Registered	9, 16, 35, 36
Immediate Media Company London Limited (formerly BBC Magazines Limited)	2120947A	The Listener	07 11 1997	Registered	16
Immediate Media Company London Limited (formerly BBC Magazines Limited)	2120947B	The Listener	03 07 1998	Registered	41
Immediate Media Company Origin Limited (formerly Origin Publishing Limited)	2407137	THE WORLD OF Cross Stitching	21 11 2005	Registered	16
Immediate Media Company Origin Limited (formerly Origin Publishing Limited)	2407138	Cross GOLD Stitch	21 11 2005	Registered	16

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation page 15

Immediate Media Company Origin Limited (formerly Origin Publishing Limited)	2407140	BLONDE HAIR	21 11 2005	Registered	16
Immediate Media Company Origin Limited (formerly Origin Publishing Limited)	2407141	220 TRIATHLON	21 11 2005	Registered	16
Immediate Media Company Origin Limited (formerly Origin Publishing Limited)	2407143	Cross stitch crazy 	21 11 2005	Registered	16
Immediate Media Company Origin Limited (formerly Origin Publishing Limited)	2407145	Cross Stitch CARD SHOP 	21 11 2005	Registered	16
Immediate Media Company Magicalia Limited (formerly Magicalia Limited)	2317931	MAGICALIA	06 12 2002	Registered	9, 41
Immediate Media Company Magicalia Limited (formerly Magicalia Limited)	2317934	BIKEmagic	06 12 2002	Registered	9
Immediate Media Company Magicalia Limited (formerly Magicalia Limited)	2457389	two wheels only two magazine 	04 06 2007	Registered	9, 16, 25, 41
Immediate Media Company Magicalia Limited (formerly Magicalia Limited)	2457390	two 	04 06 2007	Registered	9, 16, 25, 41
Visordown Limited	2427057	VISORDOWN	13 07 2006	Registered	25

"Title Disposal Investments" means any Specified Investment which at any time represents a holding in a Title Disposal Company

END OF CONTINUATION PAGES

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Particulars of a mortgage or charge

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

Not applicable

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X

X

Hogan Lovells Zylinderhut AG

This form must be signed by a person with an interest in the registration of the charge

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Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name F3/SJB/CC-P

Company name Hogan Lovells International LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region

Postcode E C 1 A 2 F G

Country United Kingdom

DX 57 London Chancery Lane

Telephone +44 (20) 7296 2000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 3406699
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ACCESSION AND
CHARGE DATED 31 OCTOBER 2011 AND CREATED BY
IMMEDIATE MEDIA COMPANY ORIGIN LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM
EACH CHARGOR TO ALL OR ANY OF THE BENEFICIARIES ON
ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 9 NOVEMBER
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 NOVEMBER
2011

Dx



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES