

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

13

03609752

Name of company

\* Yoomedia PLC (the "Charging Company")

Date of creation of the charge

17 August 2007

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

22 Guarantee and Debenture dated 17 August 2007 between the Charging Company and Yoomedia plc and certain of its subsidiaries as Chargors and Platinum Partners Value Arbitrage Fund, L P as security agent for the Finance Parties (the "Security Agent") (the "Debenture")

Amount secured by the mortgage or charge

4  
10. See Part II of the attached Schedule for details

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

T Platinum Partners Value Arbitrage Fund, L P, 152 West 57th Street, New York, New York 10019, USA (as Security Agent for the Finance Parties)

Postcode

Presenter's name address and  
reference (if any)

Lovells LLP  
Atlantic House  
Holborn Viaduct  
London  
EC1A 2FG

Time critical reference

F3/JR/SF/P3230 00180

For official Use (06/2005)

Mortgage Section

Post room

THURSDAY



LD3

COMPANIES HOUSE

459

Short particulars of all the property mortgaged or charged

See Part III of the attached Schedule for details

Part IV of the attached Schedule refers to covenants by, and restrictions on, the Charging Company which protect and further define the charges created by the Debenture 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*

01  
- book  
95.

Particulars as to commission allowance or discount (note 3)

Not applicable

Signed

*hordis LLP*

Date

*30 August 2007*

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [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

### Part I

#### Definitions

In this Schedule, all clause references are references to clause in the Debenture 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

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 and amount of any facilities made available under such document

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

**"Assets"** means, in relation to the Charging Company, all its undertaking, property, ~~assets~~, revenues and rights of every description, or any part of them,

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

**"Convertible Loan Agreements"** means the Highbridge Loan Agreement and the Platinum Loan Agreement, and each shall be a **"Convertible Loan Agreement"**,

**"Debenture Date"** means 17 August 2007,

**"Deed of Subordination"** means the deed of subordination dated on or about the Debenture Date between the Lenders, Mentor Marketing & Investments Limited and the Chargors,

**"Deed of Accession and Charge"** means a deed of accession and charge substantially in the form set out in Part 1 of Schedule 5 (*Form of Deed of Accession and Charge for a New Chargor*) of the Debenture,

**"Derivative Rights"** includes

- (a) allotments, rights, money or property arising at any time in relation to any of the Securities by way of conversion, exchange, redemption, bonus, preference, option or otherwise,
- (b) dividends, distributions, interest and other income paid or payable in relation to any Securities, and

stock, shares and securities offered in addition to or substitution for any of the Securities,

**"Event of Default"** means the occurrence of any event of default under the Convertible Loan Agreements (in each case as defined therein),

**"Existing Security"** means the mortgages and charges set out in Schedule 6 (*Details of Existing Security*) of the Debenture for so long as they continue in force,

**"Finance Documents"** means the Convertible Loan Agreements, the Security Documents, the Deed of Subordination, any Deed of Accession and Charge and any other document entered into by any Chargor in connection with any of the foregoing and any variation to it, and any other

document or agreement entered into from time to time which is designated as such by the Parent and the Security Agent ,

**"Finance Parties"** means the Security Agent and the Lenders and each shall be a **"Finance Party"**,

**"Fixed Charge Asset"** means an Asset for the time being comprised within a mortgage or fixed charge created by Clause 3 1 (*Fixed security*) of the Debenture (as described in paragraph 1 of Part II of this Schedule),

**"Floating Charge Asset"** means an Asset for the time being comprised within the floating charge created by Clause 3 2 (*Creation of Floating charge*) of the Debenture (as described in paragraph 2 of Part II of this Schedule) but, if it is also a Fixed Charge Asset, only insofar as concerns that floating charge,[not actually used anywhere - should it be in anyway for completeness?]

**"Group"** means the Parent and its Subsidiaries for the time being,

**"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 Chargers to the Finance Parties and **"Guarantors"** and **"Guarantee"** shall be construed accordingly,

**"Highbridge Debenture"** means the debenture dated 10 May 2006 made by the Parent in favour of Highbridge International LLC,

**"Highbridge Loan Agreement"** means the loan agreement dated 10 May 2006 between the Parent and Highbridge International LLC as amended and restated on or about the Debenture Date,

**"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,

**"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,

**"Intellectual Property Rights"** means, in relation to the Charging Company, all and any of its Intellectual Property and all other intellectual property rights and other rights, causes of action, interests and assets charged by it pursuant to Clause 3 1 (*Fixed security*) (c) (xiii) to (xviii) of the Debenture (as described in paragraph 1(c) (xiii) to (xviii) of Part III this Schedule) inclusive,

**"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),

**"Lenders"** means the institutions Highbridge International LLC and Platinum Value Arbitrage Fund LLC, and (with effect from an assignment or transfer being effected to it in accordance with Clause 30 (*Transfer by a Finance Party*) of the Debenture) each permitted assignee or transferee,

**"Parent"** means Yoomedia Plc a limited liability company incorporated in England and Wales under the Act with registered number 03609752,

**"Platinum Debenture"** means the debenture dated 10 May 2006 made by the Parent in favour of Platinum Partners Value Arbitrage Fund L P ,

**"Platinum Loan Agreement"** means the loan agreement dated 10 May 2006 between the Parent and Platinum Partners Value Arbitrage Fund L P as amended and restated on or about the Debenture Date,

**"Receivables"** means, in relation to the Charging Company, all sums of money receivable by it at the Debenture Date or in the future consisting of or payable under or derived from any Asset described in Clause 3 1 (*Fixed security*) of the Debenture (and described in paragraph 1 of Part I 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 Sums"** means all indebtedness covenanted and/or guaranteed to be paid or discharged by the Charging Company to the Security Agent for the Finance Parties under Clause 2 1 (*Covenant to pay*) of the Debenture,

**"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 means the Debenture, the Platinum Debenture, the Highbridge Debenture, any Deed of Accession and Charge and other charge, guarantee or other security granted from time to time by any Chargor in favour of the Finance Parties,

**"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 Securities"** means, in relation to a Chargor, all Securities

- (a) which at the Debenture Date or in the future represent a holding in a Subsidiary of such Chargor 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", or
- (b) which are detailed in Schedule 9 (*Specified Securities*) of the Debenture, or
- (c) which are at the Debenture Date or in the future held in the name of the Security Agent or its nominee or to its order, or

the certificates for which are at the Debenture Date or in the future deposited by such Chargor 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

## Part II

### Amount secured by the mortgage or charge

By clause 2 (*Covenant to Pay*) of the Debenture, the Charging Company

- (a) covenanted that it would, on the Security Agent's written demand, pay or discharge to the Security Agent all Indebtedness at the Debenture Date or in the future due, owing or incurred by it to each Finance Party under or in connection with the Finance Documents, and
- (b) covenanted and guaranteed that it would, on the Security Agent's written demand, pay or discharge to the Security Agent all Indebtedness at the Debenture Date or in the future due, owing or incurred by each other Chargor (except as a Guarantor for the Charging Company) to each Finance Party under or in connection with the Finance Documents,

in each case whether on or after such demand

## Part III

### Short particulars of the property mortgaged or charged

1 By clause 3 1 (*Fixed Security*) of the Debenture, the Charging Company, with full title guarantee, as security for the payment or discharge of all Secured Sums, charged to the Security Agent

- (a) [deliberately left blank],
- (b) by way of legal mortgage, all Land in England and Wales vested in it at the Debenture Date and not registered at the Land Registry,
- (c) by way of fixed charge
  - (i) all other Land which is at the Debenture 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 Debenture Date or in the future belonging to it,
  - (iii) all plant and machinery at the Debenture Date or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions described above,
  - (iv) all rental and other income and all debts and claims at the Debenture Date or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land,
  - (v) the benefit of all contracts, appointments, warranties and other documents to which the Charging Company is a party relating to any development of any Land and all rights and claims under or associated with them,
  - (vi) all Specified Securities which are at the Debenture Date its property, including all proceeds of sale derived from them,

- (vii) all Specified Securities in which the Charging Company may in the future acquire an interest (legal or equitable), including all proceeds of sale derived from them,
- (viii) all Derivative Rights of a capital nature at the Debenture Date or in the future accruing or offered in respect of its Specified Securities,
- (ix) all Derivative Rights of an income nature at the Debenture Date or in the future accruing or offered at any time in respect of its Specified Securities,
- (x) 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,
- (xi) all insurance or assurance contracts or policies at the Debenture Date or in the future held by or otherwise benefiting it which relate to Fixed Charge Assets or which are at the Debenture 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),
- (xii) all its goodwill and uncalled capital for the time being,
- (xiii) [deliberately left blank],
- (xiv) 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,
- (xv) 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,
- (xvi) the benefit of all agreements and licences at the Debenture 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,
- (xvii) all its rights at the Debenture Date or in the future in relation to trade secrets, confidential information and knowhow in any part of the world,
- (xviii) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in terms described above in paragraphs 1(c)(xiii) to (xvii) inclusive of this Part 1 of this Schedule ,
- (xix) all trade debts at the Debenture Date or in the future owing to it,
- (xx) [deliberately left blank],
- (xxi) all other debts at the Debenture Date or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group,
- (xxii) 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,
- (xxiii) all funds standing to the credit of the Charging Company from time to time on any account with any bank or financial institution or organisation, and

- (xxiv) all rights, money or property accruing or payable to it at the Debenture 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 charged by fixed charge under the foregoing provisions described in this paragraph 1
- 2 By clause 3 2 (*Creation of floating charge*) of the Debenture, 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 charged by any fixed charge contained in Clause 3 1 (*Fixed security*) of the Debenture (as described in paragraph 1 of Part I of this Schedule 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 (other than the Existing Security) over any such Asset (whether having priority over, or ranking *par 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 COLLECTION OF RECEIVABLES

- 1 1 By clause 6 1 (*Collection Account*) of the Debenture, the Charging Company agreed that it would collect and realise all its Receivables and, upon request by the Security Agent following an Event of Default, immediately on receipt pay all money so collected into an account specified in writing by the Security Agent from time to time. The Charging Company shall, pending such payment, hold all money so received upon trust for the Security Agent
- 1 2 By clause 6 3 (*No derogation*) of the Debenture, the Charging Company agreed that it would not 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

#### 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 and the Existing Security) 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 its business) to arise or subsist over any of its Assets,



- (b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Charge Assets, or part with possession or ownership of them, or purport or agree to do so,
- (c) increase the amount secured by the Existing Security or agree to make any material amendment to its terms

### 3 FURTHER ASSURANCE

By clause 8 (*Further assurance*) of the Debenture, the Charging Company agreed that it would, 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 Debenture 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 Debenture 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 or equitable 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) a fixed charge or other fixed security over any Asset which is subject to a floating charge under the Debenture,
- (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 secure the payment of the Secured Sums, or to perfect the Debenture, or to vest title to any Asset in itself or its nominee or any purchaser

### 4 NEGATIVE COVENANTS (LAND):

4.1 By Clause 12.4 (*Negative Covenants*) of the Debenture the Charging Company agreed that it would not, without the prior written consent of the Security Agent

- (a) **No building:** carry out any building work on its Land or make any structural alteration to any building on its Land or apply for any planning consent for the development or change of use of its Land, or at any time sever, remove or dispose of any fixture on it,
- (b) **No onerous obligations:** enter into onerous or restrictive obligations affecting its Land or create or permit to arise any overriding interest or any easement or right whatever in or over it which might adversely affect its value or the value of the security constituted by this Debenture over it,
- (c) **No leasing:** exercise any power of leasing in relation to its Land, or accept surrenders of leases of its Land, or agree to do so,

- (d) **No lease extensions** save for the lease of King's Wharf, Exeter (for no more than £100,000) 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,
- (e) **Possession** part with possession of its Land (except on the determination of any lease, tenancy or licence granted to it), or
- (f) **No sharing**: share the occupation of its Land with any other person or agree to do so

**5 NEGATIVE COVENANTS (INTELLECTUAL PROPERTY):**

5.1 By Clause 14.3 (*Negative Covenants*) of the Debenture the Charging Company agreed that it would not, without the prior written consent of the Security Agent

- (a) **No disposals etc**: sell, assign, lease, license, sub-license or grant any interest in its Intellectual Property Rights, 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,
- (b) **Contracts**: 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 its Intellectual Property Rights on the occurrence or non-occurrence of any future event or circumstance,
- (c) **Trade marks**: amend the specification of any registered trade mark included in its Intellectual Property Rights 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,
- (d) **Patents**. amend the specification or drawings referred to in any granted patent

**Part V**

**The Chargors**

<b>Name of Chargor</b>	<b>Registered Number (all Chargors incorporated in England &amp; Wales)</b>
Yoomedia PLC	03609752
Whoosh Group Limited	04495013
MIETV Limited	04349245

Yoomedia Dating Group Limited	04658996
Fancy A Flutter Limited	04521685
Digital Interactive Television Group Limited	04249015
Via Vision Limited	04355645
Digital Impact (UK) Limited	04234696
The Gaming Channel Limited	04274614
The Gaming Channel Bookmakers Limited	04274612
Interactive Television Infrastructure Company Limited	04266141
Go Interact TV Limited	04088072
Digital Television Production Company Limited	04308106
Digital Interactive Studio Centre Limited	04234460
Finlaw 532 Limited	05867613

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 03609752

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT GUARANTEE & DEBENTURE DATED THE 17th AUGUST 2007 AND CREATED BY YOOMEDIA PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO PLATINUM PARTNERS VALUE ARBITRAGE FUND, L.P (AS SECURITY AGENT FOR THE FINANCE PARTIES) ON ANY ACCOUNT WHATSOEVER 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 30th AUGUST 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th SEPTEMBER 2007

A handwritten signature in black ink, consisting of stylized, overlapping loops.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES