

214969/13

COMPANIES FORM NO. 395

M**Particulars of a mortgage or charge**

Pursuant to section 395 of the Companies Act 1985

395Please do
not write in
this marginPlease complete
legibly,
preferably in
black type or
bold block
lettering

To the Registrar of Companies

For Official Use

Company Number

1		
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3839629

Name of company

*Insert full name of
companyThe Media Buzz Limited ("**Company**")

Date of creation of the charge

20 December 2006

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

Debenture ("**Debenture**")

Amount secured by the mortgage or charge

All money and liabilities covenanted to be paid or discharged by the Company to the Bank including all money and liabilities now or in the future due, owing or incurred (before or after that demand) by the Company to the Bank in any manner. This applies whether the money and liabilities are due, owing or incurred actually or contingently; whether by the Company alone or by the Company jointly with any other person; and whether the Company is principal or a surety; and includes any liability (secured or unsecured) of the Company to a third party which subsequently becomes payable to the Bank by assignment or otherwise; and all interest, commission, fees, charges, costs and expenses which the Bank may charge to the Company in the course of the Bank's business or incur in respect of the Company or the Company's affairs. The interest will be calculated and compounded in accordance with the Bank's usual practice, before and also after any demand or judgment ("**Secured Sums**")

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

Barclays Bank PLC ("**Bank**")
PO Box 190
1 Park Row
Leeds
LS1 5WU

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Presenter's name, address and reference (if any): Cobbetts LLP No.1 Whitehall Riverside Leeds LS1 4BN Ref: MLZ/BA1106.89	For Official Use Mortgage section	Post Room
Time critical reference		

SATURDAY



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30/12/2006

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

The Company charges to the Bank with full title guarantee with the payment or discharge of all Secured Sums:

- 1 by way of legal mortgage, all Land in England and Wales now vested in the Company and not registered at H M Land Registry;
- 2 by way of fixed charge:
 - a) all Land in England and Wales now vested in the Company and registered at H M Land Registry;
 - b) all other Land which is now, or in the future becomes, the Company's property;
 - c) all plant and machinery now or in the future attached to any Land;
 - d) all rental and other income and all debts and claims which are due or owing to the Company now or in the future under or in connection with any lease, agreement or licence relating to Land;
 - e) all the Company's Securities;
 - f) all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting the Company;
 - i) which relate to Assets themselves subject to a fixed charge in the Bank's favour; or
 - ii) which are now or in the future deposited by the Company with the Bank;together with all the Company's rights and interests in these contracts and policies (including the benefit of all claims arising and all money payable under them); /cont

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed Corbett LLP
On behalf of the Bank

Date 27/12/2006

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, e.g. "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.

Particulars of a mortgage or charge

Name of Company The Media Buzz Limited

Number of Company 3839629

SCHEDULE OF CHARGES, COVENANTS AND RESTRICTIONS

contained in a Debenture in favour of Barclays Bank PLC dated 20 December 2006

- g) all the Company's goodwill and uncalled share capital for the time being;
 - h) all the Company's Intellectual Property, present and future, including any Intellectual Property to which the Company is not absolutely entitled or to which the Company is entitled together with others;

the benefit of all agreements and licences now or in the future entered into or enjoyed by the Company relating to the use or exploitation of any Intellectual Property in any part of the world;

all trade secrets, confidential information and knowhow owned or enjoyed by the Company now or in the future in any part of the world;
 - i) all trade debts now or in the future owing to the Company;

all other debts now or in the future owing to the Company save for those arising on fluctuating accounts with associates (as defined in section 52(3) of the Companies Act 1989);
 - j) the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to the Company as security in respect of any Asset itself subject to a fixed charge in the Bank's favour;
- 3 by way of floating charge:
- a) all the Company's Assets which are not effectively charged by the fixed charges detailed above; and
 - b) without exception all the Company's Assets insofar as they are situated for the time being in Scotland.

Note 1:

The Company shall not without the Bank's prior written consent:

- 1 create any mortgage or any fixed or floating charge or other security over any of the Floating Charge Assets (whether having priority over, or ranking pari passu with or subject to, the floating charge);
- 2 take any other step referred to in paragraph 4 below with respect to any of the Floating Charge Assets;
- 3 sell, transfer, part with or dispose of any of the Floating Charge Assets except by way of sale in the ordinary course of business;
- 4 create or attempt to create any fixed or floating security of any kind or any trust over any of the Assets, or permit any lien (other than a lien arising by operation or law in the ordinary course of the Company's business) to arise or subsist over any of the Assets; and
- 5 sell, assign, lease, license or sub-license, or grant any interest in, the Company's Intellectual Property Rights, or purport to do so, or part with possession or ownership of them, or allow any third party access to them or the right to use any copy of them.

Note 2:

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the Debenture.

Note 3:

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The Bank may appoint a Receiver in respect of the Company

Definitions:

"Assets" means all the Company's undertaking, property, assets, rights and revenues, whatever and wherever in the world, present and future, and includes each or any of them;

"Floating Charge Assets" means those of the Assets that are for the time being comprised in the floating charge created by clause 3.1.3 of the Debenture but only insofar as concerns that floating charge.

"Intellectual Property" means all 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) and, in each case, any extensions and renewals of, and any applications for, these rights;

"Intellectual Property Rights" means all and any of the Company's Intellectual Property and all other intellectual property rights and other rights, causes of action, interests and assets comprised in clause 3.1.2.(h) of the Debenture;

"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);

"Receivables" means all sums of money receivable by the Company now or in the future consisting of or payable under or derived from any Assets referred to in clause 3.1.2 in the Debenture;

"Receiver" means every person we appoint as a receiver and manager under clause 13 of the Debenture, including any substituted receiver and manager;

"Securities" means all stocks, shares, debentures, debenture stock, loan stock, bonds and securities issued by any company or person (other than the Company) and all other investments (as listed in Part II of Schedule 2 to the Financial Services and Markets Act 2000):

which now or in the future represent a holding in a subsidiary undertaking (as defined in section 258 of the Companies Act 1985) or an undertaking which would be a subsidiary undertaking if in sub-section (2)(a) of that section "30 per cent or more" were substituted for "a majority"; or

the certificates for which are now or in the future deposited by the Company with the Bank or which, if uncertificated, are held in an escrow or other account in the Bank's favour or held in the Bank's name or that or the Bank's nominee or to the Bank's order;

including in each case all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise.

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03839629

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 20th DECEMBER 2006 AND CREATED BY THE MEDIA BUZZ LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 30th DECEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th JANUARY 2007.

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Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES