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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.

006369/13
395

CHFP025

Please do not write in this margin

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

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

1113

Company number

4392195

Name of company

* LOVEFILM INTERNATIONAL LIMITED, of No 9, 6 Portal Way, London W3 6RU (the "Chargor")

Date of creation of the charge

31 December 2008

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

Debenture dated 31 December 2008 entered into between the Chargor and the Chargee (the "Debenture")

Amount secured by the mortgage or charge

An amount equal to all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor, Video Island Entertainment Limited, Lovefilm UK Limited, Lovefilm Sverige AB and Brafilm Scandinavia Aktiebolag (together the "Obligors") to the Chargee under the loan facility agreement ("Loan Agreement") dated 24 December 2008 entered into between the Chargee and the Obligors and the other Finance Documents (as defined in the Loan Agreement), together with all costs, charges and expenses properly incurred by the Chargee in connection with the protection, preservation or enforcement of its respective rights under such Finance Documents (or any of them), save for any obligation or liability which would constitute unlawful financial assistance within the meaning of Sections 151 and 152 of the Companies Act 1985 ("Secured Obligations").

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

LLOYDS TSB BANK PLC, of 25 Gresham Street, London

Postcode EC2V 7HN

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

Morrison & Foerster (UK) LLP
Citypoint, 1 Ropemaker St
London EC2Y 9AW

For official Use (02/06)

Mortgage Section

Post room

WEDNESDAY



LD3

LBVFP6PQ

21/01/2009

45

COMPANIES HOUSE

Time critical reference

Short particulars of all the property mortgaged or charged

1. The Chargor, as continuing security for the payment, discharge and performance of all the Secured Obligations, charged in favour of the Lender with full title guarantee:

(a) by way of first legal mortgage, all of the property (if any) specified in Part I of Schedule I of the Debenture together with all premises and fixtures thereon, the proceeds of sale of any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor and any moneys paid or payable in respect of such covenants subject, in the case of any leasehold properties, to obtaining any necessary consent to such mortgage of any third party;

(b) by way of first legal mortgage, all estates or interests in any freehold, leasehold or other immovable property wherever situated now belonging to it (to the extent that the same are not the subject of a mortgage under paragraph (a) above) and all premises and fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor and any moneys paid or payable in respect of such covenants subject, in the case of any leasehold properties, to obtaining any necessary consent to such mortgage of any third party;

CONTD.

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)

Signed Morrison & Foester (UK) LLP

Date 20 January 2009

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ [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

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Addendum 1/4

1. Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

Addendum 3/4

3. Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

(c) by way of first fixed charge all present and future estates or interests in any freehold, leasehold or other immovable property and any rights under any licence or other agreement or document which gives the Chargor a right to occupy or use property, wherever situated, now or hereafter belonging to it (to the extent that the same are not the subject of a mortgage under paragraph (a) or (b) above) and all premises and fixtures thereon, all proceeds of sale thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor and any moneys paid or payable in respect of such covenants subject, in the case of any leasehold properties, to obtaining any necessary consent to such charge of any third party;

(d) by way of first fixed charge:

- (i) its present and future interests in all stocks, shares, debentures, bonds, warrants, coupons or other securities and investments now or in the future owned by the Chargor from time to time together with all related rights accruing thereto not otherwise charged under the Debenture;
- (ii) all plant and machinery, computers and vehicles now or in the future owned by the Chargor and its interest in any plant, machinery, computers and vehicles in the Chargor's possession other than any part of the Chargor's stock in trade or work in progress from time to time;
- (iii) all moneys (including interest) from time to time standing to the credit of each of the Chargor's present and future accounts with any bank, financial institution or other person in any jurisdiction and all rights in relation thereto and the debts represented thereby;
- (iv) all rights, interests and benefits to and in respect of the insurance policies of the Chargor and all claims (and proceeds thereof) and returns of premiums in respect thereof to which the

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Chargor is now or may at any future time become entitled;

- (v) all of the Chargor's present and future book and other debts, the proceeds of the same and all other moneys due and owing to the Chargor or which may become due and owing to it at any time in the future and the benefit of all rights, securities and guarantees of any nature whatever now or at any time enjoyed or held by it in relation to any of the foregoing including, in each case, the proceeds of the same, all liens, reservations of title, rights of tracing and other rights enabling the Chargor to enforce such debts;
- (vi) (to the extent that the same do not fall within any other sub-paragraph of this paragraph (d) and are not effectively otherwise assigned under the Debenture all of the Chargor's rights and benefits under its material contracts;
- (vii) any beneficial interest, claim or entitlement of the Chargor to any asset in any pension fund;
- (viii) the Chargor's present and future goodwill (including all brand names not otherwise subject to a fixed charge under the Debenture);
- (ix) the benefit of all present and future licences, consents and authorisations (statutory or otherwise) held in connection with the Chargor's business or the use of any of the assets secured under the Debenture and the right to recover and receive all compensation which may at any time become payable to it in respect thereof;
- (x) the Chargor's present and future uncalled capital; and
- (xi) all the Chargor's present and future intellectual property rights (including, without limitation, the intellectual property rights, if any, specified in Part 2 of Schedule I of the Debenture), subject to obtaining any necessary consent of any third party to such charge. To the extent that any such intellectual property rights are not capable of being charged (whether by reason of lack of any such consent as aforesaid or otherwise) the Chargor assigns any and all damages, compensation, remuneration, profit, rent or income which the Chargor may derive therefrom or be awarded or entitled to in respect thereof, as continuing security for the payment, discharge and performance of the Secured Obligations;

(e) by way of first legal mortgage the shares held now or in the future by it and/or any nominee on its behalf and related rights;

2. The Chargor assigned by way of security to the Chargee, with full title guarantee and as continuing security for the payment, discharge and performance of all Secured Obligations all of its rights, title, interest and benefits under the material contracts of the Chargor, any letters of credit issued in its favour and all bills of exchange and other negotiable instruments held by it, together with the benefit of all powers and remedies for enforcing the same, all to the extent assignable.

3. The Chargor, as owner with full title guarantee and by way of a first floating charge, charged in favour of the Chargee as continuing security for the payment, discharge and performance of the Secured Obligations, all its undertaking and assets whatsoever and wheresoever both present and future to the extent such assets have not otherwise been validly and effectively otherwise mortgaged or charged under the Debenture.

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4. Negative Pledge - the Chargor will not without the prior written consent of the Chargor hold any security from any other person in respect of the Chargor's liabilities under the Debenture.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4392195
CHARGE NO. 13**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 31
DECEMBER 2008 AND CREATED BY LOVEFILM
INTERNATIONAL LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE COMPANY AND THE
OBLIGORS TO LLOYDS TSB BANK PLC 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 21 JANUARY 2009**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 JANUARY
2009**



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**