

MG01

Particulars of a mortgage or charge

FRIDAY



RM 30/10/2008 401  
COMPANIES HOUSE

012 986 178

yez

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 Scottish  
company. To do this, please use  
form MG01s.

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

Company details										For official use	
Company number	0	5	3	3	4	9	8	3			
Company name in full	Atex Group Limited (the "Company")									<b>Filing in this form</b> Please complete in typescript or in bold black capitals.  All fields are mandatory unless specified or indicated by "	

Date of creation of charge									
Date of creation	2	0	1	0	2	0	0	9	

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	Debenture between (1) the Company, Polopoly Limited (company number 05041087) and Atex Media Limited (company number 01500217) (together the "Charging Companies") and (2) Lloyds TSB Bank plc in its capacity as security agent (the "Security Agent") (the "Debenture")

Amount secured	
	Please give us details of the amount secured by the mortgage or charge.
Amount secured	All money, debts, obligations and liabilities from time to time due, owing or incurred by the Charging Companies or any of them to any Finance Party or their assignee or successor on any current or other account whatever or otherwise in any manner whatever, in each case under each Finance Document to which any Charging Company is a party, as amended, varied, restated, supplemented, substituted, replaced or novated: (a) whether present or future; (b) whether alone or jointly with any other person; (c) whether actual or contingent; (d) whether as principal or as surety; (e) whether express or implied; (f) in whatever name, form or style; (g) in whatever currency it is denominated;  Please refer to the continuation pages for further details of the amount secured and the definitions used in this form.

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

**MG01****Particulars of a mortgage or charge**

<b>Mortgagee(s) or person(s) entitled to the charge (if any)</b>	
	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.
Name	Lloyds TSB Bank plc (in its capacity as the Security Agent)
Address	25 Gresham Street
	London
Postcode	E C 2 V 7 H N
Name	
Address	
Postcode	
<b>Short particulars of all the property mortgaged or charged</b>	
	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>01</p> <ol style="list-style-type: none"><li>1. The Company charges, with full title guarantee, by way of first legal mortgage, any properties listed in the Debenture together with the fixtures and Rights relating to such properties.</li><li>2. The Company charges, with full title guarantee, by way of first fixed charge, the Property (except the Property validly charged by the mortgage referred to in point 1 above) and all Rights relating to such Property.</li><li>3. The Company assigns, with full title guarantee, by way of absolute legal assignment, any contracts listed in the Debenture.</li><li>4. The Company charges, with full title guarantee, by way of first fixed charge, the Book Debts.</li><li>5. The Company charges, with full title guarantee:<ol style="list-style-type: none"><li>(a) by way of first fixed charge, all the Intellectual Property Rights now or in the future owned, possessed or controlled by the Company (whether alone or with others) anywhere in the world;</li><li>(b) by way of first fixed charge, the benefit of all agreements and licences now or in the future entered into or enjoyed by or on behalf of the Company relating to the use or exploitation by or on behalf of the Company anywhere in the world of any Intellectual Property Rights owned by others; and</li><li>(c) all the Company's rights now or in the future in relation to trade secrets, confidential information, and know how in any part of the world.</li></ol></li><li>6. The Company charges, with full title guarantee, by way of first fixed charge, all plant and machinery, equipment, fittings, tools, motor vehicles and similar assets.</li><li>7. The Company charges, with full title guarantee, by way of first fixed charge, the Shares, the Securities, all Derivative Assets of a capital nature and all Derivative Assets of an income nature.</li></ol> <p>Please refer to the continuation sheet for further details of the property mortgaged or charged.</p>

**MG01****Particulars of a mortgage or charge****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

Nil

**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 865).

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 87(1)). 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).

**Signature**

Please sign the form here.

Signature

Signature

X Osborne Clarke 26/10/09 X

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

## MG01

### 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	Rebecca Watts
Company name	Osborne Clarke
Ref:	RLW/0945433
Address	Apex Plaza Forbury Road
Post town	Reading
County/Region	Berkshire
Postcode	R G 1 1 A X
Country	United Kingdom
DX	117882 Reading Apex Plaza
Telephone	0118 925 2004

#### 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,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS.  
DX 481 N.R. Belfast 1.

#### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

**MG01 - continuation page**  
Particulars of a mortgage or charge

Oyez

**Amount secured**

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

Amount secured

(h) whether originally owing to the Finance Party or purchased or otherwise acquired by the Finance Party, its assignee or successor; or  
(i) otherwise;

including, without limitation:

- (i) all liabilities under or in connection with foreign exchange transactions, interest rate swaps and other arrangements entered into for the purpose of limiting exposure to fluctuations in interest or exchange rates;
- (ii) all liabilities arising from the issue, acceptance, endorsement, confirmation or discount of any negotiable instruments, notes, bills, bonds, guarantees, indemnities, documentary or other credits or any instruments of any kind from time to time entered into by the Finance Party for or at the request of a Charging Company; and
- (iii) interest (which will accrue after as well as before any judgment) to the date of payment at such rates and upon such terms as may from time to time be agreed and all commission, fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis which are incurred by the Finance Party in connection with the amounts secured by the Debenture or generally in respect of the Company or the Transaction Security Documents (including, without limitation, legal fees) on a full indemnity basis;

but excluding any obligation which, if it were included, would result in the Debenture contravening Section 680 of the Companies Act 2006.

**Definitions used in this form:**

**"Book Debts" means:**

- (a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions), both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Company; and
- (b) the benefit of all rights whatsoever relating to the debts referred to above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets).

**"Derivative Assets" means** all stocks, shares, warrants or other securities, rights, dividends, interest or other property accruing, offered, issued or deriving at any time by way of dividend, bonus, redemption, exchange, purchase, substitution, conversion, consolidation, subdivision, preference, option or otherwise attributable to any of the Securities, Shares or any Derivative Assets previously described.

**"Facilities Agreement" means** a facilities agreement dated 16 October 2009 between, amongst others, the Charging Companies and the Security Agent, as amended, varied, supplemented, modified, restated or novated from time to time.

**"Finance Document" has the meaning given to that term in the Facilities Agreement.**

**"Finance Party" as the meaning given to that term in the Facilities Agreement.**

Please refer to the further continuation pages for details of the other definitions used in this form.

**MG01 - continuation page**  
Particulars of a mortgage or charge

Oyez

	<b>Amount secured</b>	
	Please give us details of the amount secured by the mortgage or charge.	
<b>Amount secured</b>	<p><b>Definitions (continued)</b></p> <p><b>"Hedging Agreements"</b> has the meaning given to that term in the Facilities Agreement.</p> <p><b>"Intellectual Property Rights"</b> means any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered and the benefit of all applications and rights to use such assets of the Company.</p> <p><b>"Property"</b> means all estates and other interests in any freehold, leasehold or other immovable property (including, without limitation, all fixtures on such property), but excluding any interest in land in Scotland, which are now, or at any time after the date of the Debenture become, the property of the Company, all proceeds of sale derived from such property and the benefit of all covenants to which the Company is entitled in respect of such property.</p> <p><b>"Rights"</b> means all of the Company's rights, title and interest from time to time in any lease, licence or occupational right whatsoever together with the entire benefit of the Company's rights, title and interest from time to time in any renewal of, replacement of or variation to any such lease, licence or occupational right (including, without limitation, all its rights, title and interest in any occupational lease, agreement for any occupational lease and any associated agreements which may be granted by the Company or any person deriving title from the Company from time to time over or in respect of the whole or any part of the Property and any other properties (freehold or leasehold) in which the Company has an interest.</p> <p><b>"Securities"</b> means all stocks, shares, loan notes, bonds, certificates of deposit, depositary receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by or on behalf of the Company, including, without limitation, the shares listed in the Debenture, together with all property and rights of the Company in respect of any account held by or for it as participant, or as beneficiary of a nominee or trustee participant, with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere.</p> <p><b>"Shares"</b> means the shares held by the Company in its subsidiaries from time to time including shares held in Atex Media Inc., Atex Midia Global Ltda Brazil, Atex Global Media SpA, Atex Global Media SAS, Atex Global Media SLU, Atex Media Holding Sweden AB and Atex Global Media Inc..</p> <p><b>"Transaction Security Documents"</b> as the meaning given to that term in the Facilities Agreement.</p>	

**MG01 - continuation page**  
Particulars of a mortgage or charge

Oyez

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

Please give the short particulars of the property mortgaged or charged.

Short particulars

8. The Company charges, with full title guarantee, by way of first fixed charge, all present and future bank accounts, cash at bank and credit balances of the Company (excluding those arising on fluctuating accounts) with any bank or other person and all rights relating to or attaching to them (including the right to interest).
9. The Company charges, with full title guarantee, by way of first fixed charge, all the goodwill and uncalled capital for the time being of the Company.
10. The Company charges, with full title guarantee, by way of first fixed charge:
  - (a) all present and future insurances in respect of any assets which are subject to a fixed charge or assignment created by the Debenture and the proceeds of such insurances;
  - (b) all other present and future insurances and the proceeds of such insurances; and
  - (c) the benefit of all warranties, instruments, guarantees, charges, pledges, and other security and all other rights and remedies available to the Company in respect of any assets which are subject to a fixed charge or assignment created by the Debenture.
11. The Company charges, with full title guarantee, by way of absolute legal assignment, the Hedging Agreements.
12. The Company charges, with full title guarantee:
  - (a) by way of absolute legal assignment, all rights, money or property accruing or payable to the Company now or in the future under or by virtue of any assets which are subject to a fixed charge or assignment created by the Debenture, except to the extent such rights, money or property are for the time being effectively charged under the provisions of points 1 to 11 above (inclusive); and
  - (b) by way of first fixed charge, the Company's rights now or hereafter to recover any VAT on any supplies made to it relating to the assets any tax refund, rebate or repayment, and any sums so recovered.
13. The Company charges, with full title guarantee, by way of first floating charge, all the undertaking and assets of the Company whatsoever, wherever situate, whether movable, immovable, present or future, including, without limitation, its uncalled capital for the time being and all the undertaking and assets of the Company referred to above which are, for any reason, not validly charged or assigned pursuant to the provisions of points 1 to 11 above (inclusive). The floating charge created by the Debenture is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.
14. Please note:

The Debenture contains covenants by the Company to the Security Agent, that unless otherwise permitted by the terms of the Finance Documents, the Company shall not, without the express prior written consent of the Security Agent:

  - (a) convey, assign, transfer, factor, lease or otherwise dispose of, nor agree to convey, assign, transfer, factor, lease or otherwise dispose of the whole or any part of the property charged under the Debenture or the Company's rights in and to the property charged under the Debenture (except in favour of the Security Agent);
  - (b) permit or agree to any variation of the rights attaching to the whole or any part of the property charged under the Debenture;

Please refer to the next continuation sheet for further details.

**MG01 - continuation page**  
Particulars of a mortgage or charge

Oyez

Short particulars of all the property mortgaged or charged	
Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>(c) do, cause or permit to be done anything which may, in the opinion of the Security Agent acting reasonably, in any way depreciate, jeopardise or otherwise prejudice the value to the Security Agent (whether monetary or otherwise) of the whole or any part of the property charged by the Debenture;</p> <p>(d) release, exchange, compound, set-off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Book Debts (save as expressly provided in the Debenture); nor</p> <p>(e) create, nor purport to create, nor permit to subsist any Security (other than Permitted Security) over any of its assets.</p> <p>The restrictions set out above do not apply to transactions which are Permitted Disposals (as that term is defined in the Facilities Agreement).</p> <p>The Debenture gives the Security Agent the right to appoint an administrator.</p>





**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 5334983  
CHARGE NO. 3**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 20 OCTOBER  
2009 AND CREATED BY ATEX GROUP LIMITED FOR SECURING  
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY  
AND/OR ALL OR ANY OF THE COMPANIES NAMED THEREIN  
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 25 OF THE COMPANIES ACT  
2006 ON THE 30 OCTOBER 2009**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 NOVEMBER  
2009**

**THIS CERTIFICATE HAS BEEN  
AMENDED BY AN AMENDING  
CERTIFICATE DATED 20/11/09.**



*Companies House*  
— for the record —



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



FILE COPY

**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 5334983  
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 20 OCTOBER  
2009 AND CREATED BY ATEX GROUP LIMITED FOR SECURING  
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY  
AND/OR ALL OR ANY OF THE COMPANIES NAMED THEREIN  
TO LLOYDS TSB BANK PLC (IN ITS CAPACITY AS THE  
SECURITY AGENT) 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 30 OCTOBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 NOVEMBER  
2009

