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CHFP025

Please do not
write in
this marginPlease 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 £10 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

[2][1][1][1]

06313352

Name of company

MT MEDIA LIMITED ("Company")

Date of creation of the charge

7TH MARCH 2008

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

A debenture ("Debenture") made between (1) the Company and (2) Arbuthnot Commercial
Finance Limited ("Arbuthnot")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent, owed as principal
or surety and whether owed jointly or severally or alone or in any other capacity whatsoever) of
the Company to Arbuthnot, including, but not limited to, pursuant to the Financing Agreement
(if any), the Corporate Guarantee (if any) and all monies covenanted to be paid under the
Debenture, provided that no obligation or liability shall be included in the definition of
"Secured Obligations" to the extent that, if it were so included, the Debenture (or any part of
it) 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

Arbuthnot Commercial Finance Limited, 1 Arleston Way, Solihull

Postcode B90 4LH

Presentor's name address and
reference (if any)Arbuthnot Commercial Finance
1 Arleston Way
Solihull
B90 4LH

65238 120015.6543602 1

Time critical reference

For official Use
Mortgage Section

Post room

FRIDAY



AK8HUY0B

A49

14/03/2008

116

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

- 1 The Company with full title guarantee and as continuing security for payment of all Secured Obligations charges in favour of Arbuthnot all the present and future right, title and interest of the Company in those assets listed below which are marked "Yes" All are charged by way of a fixed charge unless otherwise stated
- | | | |
|-----|---|--------|
| 1.1 | all Non-Vesting Debts, | Yes/No |
| 1.2 | all other Receivables, | Yes/No |
| 1.3 | by way of floating charge all Stock, | Yes/No |
| 1.4 | all Chattels including those (if any) specified in part 2 of schedule 1 to the Debenture (Details of Security Assets) attached to this form, | Yes/No |
| 1.5 | by way of legal mortgage all Property (if any) specified in part 2 of schedule 1 to the Debenture (Details of Security Assets) attached to this form and by way of fixed charge all other Property, | Yes/No |
| 1.6 | all the Charged Securities including those (if any) specified in part 2 of schedule 1 to the Debenture (Details of Security Assets) attached to this form, | Yes/No |
| 1.7 | by way of fixed charge, floating charge or assignment, as specified in the definition thereof, all Other Assets, | Yes/No |

Note 1

The Company will not do or agree to do any of the following without the prior written consent of Arbuthnot

- (1) create or permit to subsist any Security Interest on any of the Security Assets (except a lien arising solely by operation of law in the ordinary course of trading which does not secure financial indebtedness), or

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Particulars as to commission allowance or discount (note 3)

None

Signed DLA Piper UK LLP Date 13/03/2008

On behalf of [company] [mortgagee/chargee]

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge (See Note 5)

† delete as appropriate

Notes

- 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.
- A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 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,
 - subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - 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.
- If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- Cheques and Postal Orders are to be made payable to Companies House.
- The address of the Registrar of Companies is -

Companies House, Crown Way, Cardiff CF14 3UZ

**Particulars of a mortgage or charge
(continued)**

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Continuation sheet No 1
to Form No 395 and 410 (Scot)

Please complete
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Company Number

06313352

Name of Company

MT MEDIA

("Company")

Limited*

* delete if
inappropriate

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

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

Please do not
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- Please do not write in this binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

- (2) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not), the whole or any part of its interest in any Security Asset (except for a Permitted Disposal), or
- (3) (for so long as Property is a Security Asset), confer any right or licence to occupy any land or buildings forming part of the Property on any person or seek to develop or change the use of such Property;
- (4) (for so long as Insurances are a Security Asset), do or permit to be done or omit to do anything which may render any Insurance void, voidable or unenforceable (in whole or in part) and will not vary, amend or terminate any Insurance policy, or
- (5) assign any of its rights under the Debenture

Note 2

The Debenture contains the power to appoint a Receiver and a power of attorney in favour of Arbuthnot and any Receiver

Definitions

"Charged Securities" means all stocks, shares, debentures, bonds warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 in force at the date of the Debenture) now or in future owned (legally or beneficially) by the Company or, held by any nominee on its behalf or in which the Company has an interest at any time together with (1) all Securities Related Rights from time to time accruing to those Charged Securities and (2) all rights which the Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Securities,

"Chattels" means all plant and machinery and the benefit of all contracts, licences and warranties relating to the same, and all computers, vehicles, office equipment and other equipment and the benefit of all contracts, licences and warranties relating to the same, other than any such item which is for the time being part of the Company's stock-in-trade or work-in-progress

"Corporate Guarantee" means any guarantee or indemnity granted by the Company or any other person to Arbuthnot or details of which are set out in part I of schedule I (if any) to the Debenture,

"Financing Agreement" means any agreement for the sale and purchase of Receivables and/or conditional sale agreement and any other agreement between the Company and Arbuthnot at any time and any other agreement (between Arbuthnot and the Company or any other person) details of which are set out in schedule I (if any) of the Debenture,

"Insurances" means all policies of insurance (and all cover notes) which are at any time held by or written in favour of the Company, or in which the Company from time to time has an interest,

"Intellectual Property" means all present and future legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the Company in, or relating to, registered and unregistered trade marks and service marks, patents, registered designs, utility models, applications for any of the foregoing, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registrable business names, database rights, domain names and any other rights of every kind deriving from or through the exploitation of any of the aforementioned rights of the Company,

"Non-Vesting Debts" means all or any Receivables of the Company purchased or to be purchased by Arbuthnot from the Company at any time (whether pursuant to any Financing Agreement or otherwise) but which fail to vest absolutely and effectively in Arbuthnot for any reason,

"Other Assets" means all other assets of the Company or in which the Company has an interest from time to time, being

- (a) by way of fixed charge all Intellectual Property;
- (b) by way of fixed charge all assets described in paragraph (f) below to the extent that any of them is not effectively assigned,
- (c) by way of fixed charge, to the extent not otherwise charged or assigned in the Debenture, the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Company or the use of any of its assets and any letter of credit issued in favour of the Company and all bills of exchange and other negotiable instruments held by it,
- (d) by way of fixed charge all of the goodwill and uncalled capital of the Company;
- (e) by way of floating charge all of its present and future assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to the Debenture, and (whether or not effectively so charged) heritable property and all other property and assets in Scotland, and
- (f) by way of absolute assignment (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to the Insurances, all claims under the Insurances and all proceeds of the Insurances and to the extent that the same is not assignable, such purported assignment shall operate as an assignment of all present and future rights and claims of the Company to any proceeds of the Insurances

"Permitted Disposal" means the sale at full market value of stock in trade in the usual course of trading as is now conducted by the Company or a disposal which Arbuthnot has previously consented to in writing,

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**Particulars of a mortgage or charge
(continued)**

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Continuation sheet No 2
to Form No 395 and 410 (Scot)

Please complete
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Company Number

06313352

Name of Company

MT MEDIA

("Company")

Limited*

* delete if
inappropriate

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

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

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

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete
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"Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) at the date of the Debenture, or at any time thereafter, belonging to the Company, or in which the Company has an interest at any time, together with

- (i) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon,
- (ii) all easements, rights and agreements in respect thereof,
- (iii) all proceeds of sale of that property,
- (iv) the benefit of all covenants given in respect thereof, and
- (v) all licences to enter upon or use land and the benefit of all other agreements relating to land,

"Receivables" means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with

- (i) the benefit of all rights, guarantees, Security Interests and remedies relating to any of the foregoing (including without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and
- (ii) all proceeds of any of the foregoing,

"Receiver" means any receiver, receiver and manager or administrative receiver appointed by Arbutnot under this Deed,

"Securities Related Rights" means, in relation to any Charged Securities all dividends, distributions and other income paid or payable on the relevant Charged Securities or any such asset, and all rights, monies or property accruing or offered at any time in relation to the Charged Securities whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Debenture,

"Security Interest" means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security,

"Stock" means all stock-in-trade, work-in-progress and finished goods



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6313352
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 7 MARCH
2008 AND CREATED BY MT MEDIA LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO ARBUTHNOT COMMERCIAL FINANCE LIMITED 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 14 MARCH
2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 MARCH 2008

J. Stacy



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES