

MG01

Particulars of a mortgage or charge



025159/13

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

You cannot use this for
particulars of a charge
company. To do this, pl
form MG01s

TUESDAY



A06 11/01/2011 60
COMPANIES HOUSE

1

Company details

Company number

0 7 4 6 3 9 9 7

Company name in full

MediaCo Business Services Limited (the "Company")

For official use

Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation

05 01 2011

3

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

Composite Guarantee and Debenture (the "Debenture")

4

Amount secured

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

Amount secured

All monies, obligations and liabilities at the date of the Debenture or at any time in
the future due, owing or incurred to Octopus from or by any Charging Company
when the same becomes due for payment or discharge, whether by acceleration or
otherwise, and whether such monies obligations or liabilities are express or implied,
present or future, actual or contingent, joint or several, incurred as principal or
surety and whether originally owing to Octopus or purchased or otherwise acquired
by it and whether denominated in sterling or in any other currency, or incurred on
any banking account or in any other manner whatsoever and all other amounts
payable by any Charging Company under the Debenture (the "Secured
Obligations")

Definitions

"Charging Company" means the Company and any person which accedes to the
terms of the Debenture pursuant to the terms of a duly executed Deed of Accession,

"Deed of Accession" means a deed of accession to the Debenture in the form set
out in Schedule 4 of the Debenture

Continuation page

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

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge		Continuation page Please use a continuation page if you need to enter more details
Name	Octopus VCT plc (Company No 06948448) ("Octopus")		
Address	20 Old Bailey		
	London		
Postcode	E C 4 M 7 A N		
Name			
Address			
Postcode			

6 Short particulars of all the property mortgaged or charged

	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>1 Each Charging Company with full title guarantee charges to Octopus by way of fixed charge (and as regards all those parts of the freehold and leasehold property in England and Wales now vested in such Charging Company by way of legal mortgage) as a continuing security for the payment and discharge of the Secured Obligations the following assets, both present and future, from time to time owned by the Charging Company or in which the Charging Company may from time to time have an interest</p> <p>1 1 all freehold and leasehold property of the Charging Company (including without limitation the property (if any) specified in Part I of Schedule 3 in the Debenture) and all liens, charges, options, agreements, rights and interests in or over land or the proceeds of sale of land and all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time on such property or land together with all rights easements and privileges appurtenant to or benefiting the same,</p> <p>1 2 all plant, machinery (other than that charged by paragraph 1 1) vehicles computers and office and other equipment and the benefit of all contracts and warranties relating to the same,</p> <p>1 3 all stocks, shares, bonds and securities of any kind whatsoever whether marketable or otherwise and all other interests (including but not limited to loan capital) in any person including all allotments, rights, benefits and advantages whatsoever at any time accruing offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect of them,</p> <p>1 4 (subject, in the case of any monies held in, or sums standing to the credit of, the Collections Account, to clause 8 of the Debenture) the Receivables,</p> <p>1 5 all its rights, title and interest in and to cash at bank and (if different) any amount from time to time standing to the credit of any bank or other account with Octopus or with any other bank, financial institution or person (including, without limitation but subject to clause 8 of the Debenture, the Collections Account),</p> <p>1 6 the Insurances and all proceeds of the Insurances,</p> <p>1 7 all uncalled capital and the goodwill of the Charging Company now or at any time in the future in existence,</p>		

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1 8 the benefit of all representations, undertakings, warranties and indemnities granted in favour of the Charging Company under or pursuant to the Acquisition Documents and the right to recover and receive all damages and/or compensation which may be payable to it in respect of them, and

1 9 the Intellectual Property

Clause 4 2 of the Debenture states that

"Each Charging Company with full title guarantee charges to Octopus by way of floating charge as a continuing security for the payment and discharge of the Secured Obligations its undertaking and all its property, assets and rights whatsoever and wheresoever, both present and future, but excluding any property or assets from time to time or for the time being effectively charged to Octopus by way of fixed charge pursuant to clause 4 1 of the Debenture "

Clause 4 3 of the Debenture states that

"As further security for the payment of the Secured Obligations, each Charging Company assigns absolutely to Octopus all its right, title and interest in the Receivables (subject to clause 8 of the Debenture) and the Assigned Agreements and Insurances, provided that on payment or discharge in full of the Secured Obligations, Octopus will at the request and cost of the relevant Charging Company reassign the Receivables, Assigned Agreements and Insurances (each an **Assigned Asset**) to such relevant Charging Company "

Clause 4 5 of the Debenture states that

"Paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 4 2 of the Debenture which floating charge is accordingly a qualifying floating charge for such purposes "

Clause 5 of the Debenture states that

"Each Charging Company covenants that it will not without the prior consent in writing of Octopus

- (a) (save in relation to Receivables to the extent permitted or required pursuant to clause 8 of the Debenture) dispose of, factor, discount, assign or in any other manner deal with, or create, or attempt to create, or permit to subsist or arise any Encumbrance (except a Permitted Encumbrance) on or over, the Receivables or any part of the Receivables, or release, set off or compound them,
- (b) create or attempt to create or permit to subsist in favour of any person other than Octopus any Encumbrance (except Permitted Encumbrances),
- (c) dispose of the Charged Assets or any part of them or attempt or agree so to do, except in relation to Receivables to the extent permitted pursuant to clause 8 of the Debenture and except for Floating Charge Assets which may (subject to the other provisions of the ebenture and in particular but without limitation subject to the provisions of clause 8 of the Debenture) be sold on market value terms in the usual course of trading as now conducted and for the purpose of carrying on the relevant Charging Company's business

Definitions

"**Acquisition Documents**" means each acquisition agreement pursuant to which the Company acquires the entire issued share capital of a body corporate together with all other documents entered into or to be delivered pursuant to such acquisition agreement,

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6 Short particulars of all the property mortgaged or charged

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Short particulars

"Assigned Agreements" means any agreement which Octopus may from time to time designate as such by notice in writing to the Charging Companies,

"Charged Assets" means in respect of a Charging Company all the undertaking, goodwill, property, assets and rights of such Charging Company described in clauses 4.1 and 4.2 of the Debenture,

"Collateral Instruments" means negotiable and non-negotiable instruments, guarantees, indemnities and other assurances against financial loss and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for any liabilities of any person and including without limitation any document or instrument creating or evidencing an Encumbrance,

"Collections Account" has the meaning as defined in clause 8 of the Debenture,

"Encumbrance" means any mortgage, charge, assignment for the purpose of security, pledge, lien, right of set-off, arrangement for retention of title, or hypothecation or trust arrangement for the purpose of, or which has the effect of, granting security, or other security interest of any kind whatsoever and any agreement, whether expressed to be conditional or otherwise, to create any of the same or any agreement to sell or otherwise dispose of any asset on terms whereby such asset is or may be leased to or re-acquired or acquired by the person so agreeing or disposing,

"Finance Documents" means the Debenture, Investment Agreement and any document, certificate or instrument executed in connection therewith or pursuant thereto and any other document designated as a Finance Document by Octopus,

"Floating Charge Assets" means those assets of any Charging Company from time to time subject to a floating charge pursuant to the Debenture,

"Insurances" means all policies of insurance either now or in the future held by or written in favour of any Charging Company or in which any Charging Company is otherwise interested but excluding any third party liability or public liability insurance and any directors or officers insurance,

"Intellectual Property" means all patents (including applications, improvements, prolongations, extensions and rights to apply for them in any part of the world) designs (whether registered or unregistered) copyrights, design rights, trade marks and service marks (whether registered or unregistered) utility models, trade names, business names, domain names and brand names, knowhow, formulae, confidential information, trade secrets, computer software programs and systems and any similar rights existing in any country (including the benefit of any licences or consents relating to any of the above) and all fees, royalties or other rights derived from them or incidental to them in any part of the world,

"Investment Agreement" means the investment agreement entered or to be entered into by the Company, Octopus, and Richard Price,

"Permitted Encumbrances" means

- (i) any lien for taxes of any kind either not yet assessed or, if assessed, not yet due and payable or being contested in good faith by appropriate proceedings (and for the payment of which adequate reserves have been provided by the relevant Charging Company),
- (ii) any lien arising in the ordinary course of business by statute or by operation of law, in any case in respect of any monies

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Short particulars

- (a) which are not yet due and payable,
- (b) which have become due and payable, to the extent that the payment of such monies is the subject of a dispute which the relevant Charging Company is conducting in good faith, if necessary by appropriate proceedings,
- (iii) any rights by way of reservation or retention of title which are required by the supplier of any property to the relevant Charging Company in the normal course of such supplier's business,
- (iv) any security interest arising under the Finance Documents,
- (v) any Encumbrance permitted by the Investment Agreement,

"Receivables" means in respect of each Charging Company

- (i) all present and future book debts and other debts, rentals, royalties fees, VAT and monetary claims and all other amounts recoverable or receivable by the Charging Company from other persons or due or owing to the Charging Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever),
- (ii) the benefit of all rights and remedies relating to any of the items in (i) above including, without limitation, claims for damages and other remedies for non-payment of the same, all entitlements to interest, negotiable instruments, guarantees, indemnities, Encumbrances, Collateral Instruments, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights, and
- (iii) all proceeds of any of the items listed in (i) or rights and remedies in (ii) above

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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

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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 866).

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 870). 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).

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Signature

Please sign the form here

Signature

Signature

X  X

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

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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 Emma Bryant (OC111 1)

Company name Martineau

Address No 1 Colmore Square

Post town Birmingham

County/Region

Postcode B 4 6 A A

Country

DX 721090 Birmingham 43

Telephone 0870 763 2000



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,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email 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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7463997
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURES DATED 5 JANUARY 2011 AND CREATED BY
MEDIACO BUSINESS SERVICES LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE ANY CHARGING
COMPANY TO OCTOPUS VCT 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 11 JANUARY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 JANUARY
2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES