

LL MG01

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)



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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
created by an LLP in England and
Wales or Northern Ireland

☐ **What this form is for**
You cannot use this
particulars of a mort
for a Scottish LLP
To do this, please us
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1		LLP details		14 For official use	
LLP number	O C 3 1 4 0 7 3				
LLP name in full	Ingenious Games LLP (the "Chargor")				
<p>Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *</p>					
2		Date of creation of charge			
Date of creation	28 02 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	Deed of charge and security assignment in relation to "Subscription crossword" (the "Charge")				
4		Amount secured			
Please give us details of the amount secured by the mortgage or charge					
Amount secured	<p>"Secured Obligations" means</p> <p>2 Guarantee and undertaking</p> <p>2.1 The Chargor hereby irrevocably and unconditionally guarantees to the Chargee the due and punctual performance and discharge on demand of all obligations and liabilities which are at the date of the Charge, or at any time thereafter, shall have become owing by the Corporate Member to the Chargee under the Loan Agreement (including, without limitation, repayment by the Corporate Member to the Chargee of the Loan)</p> <p>2.2 The guarantee given pursuant to Clause 2.1 of the Charge is given subject to, and with the benefit of, the provisions set forth in the Schedule to this form LLMG01 which shall form part of the Charge</p> <p>Please see MG01 continuation sheet</p>				
		<p>Continuation page Please use a continuation page if you need to enter more details</p>			

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5

Mortgagee(s) or person(s) entitled to the charge

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

Two Way Media Limited (the "Chargee")

Address

1 Winchester Square

London

Postcode

S E 1 9 A P

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

The paragraph numbers set out in this part 6 correspond to the relevant clause numbers of the Charge

4 Assignment and charge

4.1 By way of first-ranking security for the performance and discharge of the Secured Obligations, the Chargor hereby

(a) assigns to the Chargee with full title guarantee, all its right, title and interest (both present and future, vested and contingent, statutory and otherwise) in and to

(i) the Intellectual Property Rights throughout the world (and in the case of copyright, where relevant, by way of present assignment of future copyright) in and to the Game, which shall include without limitation, the Intellectual Property Rights in and to

(A) all Versions,

(B) all Deliverables,

(C) the Game IP,

(ii) all rights to distribute, lease, license, sell exhibit, or otherwise deal with the Game, the underlying material and all ancillary rights in the Game by all methods and means and in all media throughout the universe,

(iii) all literary, property and ancillary rights (including all publishing, commercial tie-up, spin off, sponsorship and merchandising rights) of every kind and nature in the Game.

(iv) all the Chargor's rights, interests in and to (i) the Relevant Agreements and all other agreements entered into or to be entered into by the Chargor in relation to the Game and the benefit of all income or moneys payable to the Chargor in respect thereof, including, without limitation, for the avoidance of doubt, the charge and deed of assignment granted by DSC to the Chargor on or about the date hereof and (ii) solely insofar as they relate to the Corporate Member's entitlement to Borrower's Distributable Receipts in respect of the Game as set forth in the Payment Deed, the Members' Agreement and the Operator's Agreement,

Please see MG01 continuation sheet

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>2 3 The Chargor as principal obligor and as a separate and independent obligation and liability from its liabilities under Clause 2 1 of the Charge, irrevocably and unconditionally agrees to indemnify the Chargee in full on demand against all losses, costs and expenses suffered or incurred by the Chargee arising from or in connection with any failure by the Corporate Member to perform and discharge on demand all its liabilities and other obligations to the Chargee which are at the date of the Charge or at any time thereafter shall have become owing by it to the Chargee pursuant to the Loan Agreement</p> <p>2 4 The Chargor shall be liable to make payment under the indemnity contained in Clause 2 3 of the Charge immediately on demand of the amount demanded which shall not exceed an amount equal to the Corporate Member's liabilities to the Chargee under the Loan Agreement, together with all costs, expenses, interest and other amounts payable by the Chargor under the Charge</p> <p>2 5 It shall not be necessary (prior to making demand under Clause 2 1 or Clause 2 3 of the Charge) for the Chargee to make demand on or take proceedings against or take any action to enforce any security given by the Corporate Member</p> <p>2 6 The Chargor undertakes to the Chargee that it shall duly and punctually observe and fully perform its obligations under the Commissioning and Publishing Agreement and the Charge</p> <p>3. Covenant to perform</p> <p>In consideration of Chargee making or continuing to make available the Loan or any other accommodation to the Corporate Member under the Loan Agreement, the Chargor hereby covenants (i) to perform and discharge when due all its obligations under the Commissioning and Publishing Agreement, and (ii) to perform and discharge when due all its obligations under Clause 2 of the Charge</p>	

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Mortgagee(s) or person(s) entitled to the charge	
Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	
Name	
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Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)



6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(v) all present and future policies of insurance in respect of the Game,</p> <p>(vi) all contracts and contract rights, agreements for personal services, book debts and personal property of the Chargor insofar as they relate to the Game and/or to any literary, property or ancillary rights (including all publishing, commercial tie-up, spin off, sponsorship and merchandising rights) therein,</p> <p>(vii) the revenues from book debts owed to the Chargor or in respect of, and proceeds of, any or all of the above including, without limitation, any and all sums, proceeds, money, products, profits or other property obtained or to be obtained from the distribution, exhibition, sale or other uses or dispositions of the Game or any part of the Game, all proceeds, profits and products, whether in money or otherwise, from the sale, rental or licensing of the Game and/or any of the elements of the Game including, without limitation, from rights in underlying material or ancillary collateral, allied, subsidiary and merchandising rights,</p> <p>(viii) all other rights and tangible and intangible properties created or acquired by or to be created or acquired by the Chargor in connection with the Game, and</p> <p>(ix) all income and derived from any and all of the foregoing (but excluding always its right to any Unsecured Receipts),</p> <p>to hold the same unto the Chargee absolutely, throughout the universe, for the full period during which such rights subsist throughout the world in the same wherever subsisting or acquired, and all renewals and extensions thereof, and thereafter (insofar as may be or become possible) in perpetuity,</p> <p>(b) with full title guarantee charges in favour of the Chargee, by way of first fixed charge all of its right, title and interest (both present and future, vested and contingent, statutory and otherwise), in</p> <p>(i) all soundtrack elements relating to the Game including master magnetic tracks, optical soundtrack recordings and music cue sheets and all other sound recordings, sketches, graphics or designs made in the course of the development of the Game or pursuant to any right acquired or to be acquired in connection with, or arising from, that development,</p> <p>(ii) all material whether in tangible or intangible form, incorporating or reproducing the Game, any music, musical compositions and/or sound recordings or other works produced in connection with the Game, or any part or element of any of them,</p> <p>(iii) all rights and properties (including, without limitation physical properties) created or acquired or to be created or acquired by the Chargor in connection with the Game,</p> <p>(iv) all sums from time to time standing to the credit of the Chargor in any account established for the Game,</p> <p>(v) (insofar as not effectively assigned pursuant to Clause 3 1(a) of the Charge) those assets referred to in Clause 3 1(a) of the Charge, and</p> <p>Please see MG01 continuation sheet</p>	

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6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="331 360 1011 389">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="331 427 1485 488">(vi) the revenues from book debts owed to the Chargor in respect of, and all income and proceeds of, any or all of the above,</p> <p data-bbox="331 521 1485 607">BUT EXCLUDING the benefit of the Commissioning and Publishing Agreement including any and all amounts payable to the Chargor thereunder save to the extent it relates to Borrower's Distributable Receipts, and</p> <p data-bbox="331 640 1511 853">(c) with full title guarantee charges in favour of the Chargee by way of first floating charge all the undertaking, property and assets whatsoever belonging at the date of the Charge or at any time in the future to the Chargor in relation to the Game, including those assets described in paragraphs 4 1 (a) and (b) of the Charge, to the extent that the same are for any reason not validly charged or assigned pursuant thereto, and the Chargor agrees not to part with, sell or dispose of any such assets, in whole or in part (except to the Chargee or (without prejudice to the Security) otherwise on arm's length terms in the ordinary course of its trade and for the purposes of carrying on the same)</p> <p data-bbox="331 887 1511 1005">4 2 The Chargor undertakes to hold on trust for the Chargee absolutely the entire interest and benefit of the Chargor in and to any Security Assets that cannot be charged or assigned by the Chargor together with, without limitation, all proceeds, products and other property derived from and any other rights and benefits to which the Chargor is beneficially entitled in respect of, such Security Assets</p> <p data-bbox="331 1039 1032 1068">5. Conversion of floating charge and automatic crystallisation</p> <p data-bbox="331 1102 1402 1162">5 3 The floating charge created under the Charge is a "qualifying floating charge" for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986</p> <p data-bbox="331 1196 576 1225">7 Further assurances</p> <p data-bbox="331 1258 1511 1588">The Chargor shall, at any reasonable time when required by the Chargee (whether before or after the Security has become enforceable). promptly, and in any event within 5 days, execute all such mortgages, charges, transfers, assignments, assurances, deeds, documents, notices and communications and do all such acts and things in such form and otherwise as the Chargee may require for perfecting or maintaining the security intended to be hereby constituted, for further charging the Security Assets in order to secure the Secured Obligations, for converting any floating charge forming part of the Charge into a fixed charge, for protecting the Chargee's interest in the Security Assets or for effecting or facilitating the exercise by the Chargee of the powers, authorities and discretions conferred on it or any Receiver by the Charge or any statute, and shall from time to time when so required by the Chargee during the Security Period produce to or deposit with the Chargee all deeds and documents of title (to the extent the Chargor is in possession of the same) relating to the Security Assets or any of them</p> <p data-bbox="331 1621 1485 1682">9 2 The Chargor undertakes with the Chargee that, until the expiry of the Security Period, it will not without the prior written consent of the Chargee:</p> <p data-bbox="331 1715 1485 1897">(a) negative pledge create or permit to arise or subsist over all or any part of the Security Assets any Encumbrance other than the Permitted Security Without prejudice to the foregoing, the Chargor further covenants with the Chargee that the Chargor shall not without the Chargee's prior written consent create or permit to arise or to subsist any Encumbrance upon its right, title and interest in and to the Members' Agreement and/or the Operator's Agreement to the extent they relate to receipts which constitute Borrower's Distributable Receipts in relation to the Game save for the Permitted Security,</p> <p data-bbox="331 1962 738 1991">Please see MG01 continuation sheet</p>

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Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)



6	Short particulars of all the property mortgaged or charged
Short particulars	<p>Please give the short particulars of the property mortgaged or charged</p> <p>(b) termination etc terminate, waive, amend, vary or cancel, or agree to any termination, waiver, variation or cancellation of, any term of, or any of its rights under, any Relevant Agreement to which it is a party,</p> <p>(c) disposals sell, transfer, dispose of or part with possession or control of or attempt to sell, transfer, dispose of or part with possession or control of the Security Assets or any of them or of any interest in any Security Assets other than (in the case of those Security Assets subject to no Encumbrance but a floating charge under the Charge) in the ordinary course of its trade and on arm's length terms</p> <p>In this LLMG01:</p> <p>Borrower's Distributable Receipts shall have the meaning given to it in the Loan Agreement</p> <p>Commissioning and Publishing Agreement means a commissioning and publishing agreement dated 28 February 2011 between the Chargor and the Chargee by which the Chargor has agreed to develop and deliver the Game to the Chargee</p> <p>Corporate Member means Ingenious Games Limited, a company incorporated in England and Wales with registration number 05494946</p> <p>Deliverables means the deliverables specified in Schedule 3 to the Commissioning and Publishing Agreement</p> <p>Development Services Agreement means the development services agreement relating to the Game dated 28 February 2011 between the Chargor and DSC</p> <p>DSC means Two Way Media Studios Limited (company number 7543223)</p> <p>Encumbrance means any mortgage, pledge, lien, charge (fixed or floating), assignment, hypothecation, set-off or trust arrangement for the purpose of creating security, reservation of title, option or other security interest or any other agreement or arrangement having a substantially similar effect to any of the foregoing</p> <p>Facility shall have the meaning given to it in the Loan Agreement</p> <p>Game means the interactive and online game products to be designed and developed by the Chargor pursuant to the terms and conditions of the Commissioning and Publishing Agreement and presently having the title "Subscription crossword"</p> <p>Game IP all Intellectual Property Rights in the Game (and all Versions) (including, without limitation, the script, speech, images, characters, characterisations, designs, graphics and artwork and other content in the Game and any and all characters, objects, sound and music embodied in or any other portion of the Game and any and all trade names, trademarks, names or other identifications used in the Game created, designed and/or developed by (or on behalf of) the Chargor, including the title of the Game and all lending and rental rights and all publishing and distribution rights</p> <p>Please see MG01 continuation sheet</p>

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6	Short particulars of all the property mortgaged or charged
Short particulars	<p>Please give the short particulars of the property mortgaged or charged</p> <p>Intellectual Property Rights means any patents, know-how, registered and unregistered trade marks and service marks (including any trade, brand or business names), domain names, registered designs, design rights, utility models, copyright (including all such rights in computer software, information, know-how and techniques in whatever form held and any databases) and topography rights (in each case for the full period thereof and all extensions and renewals thereof) and any other intellectual property rights of any description whatsoever which are at the date of the Charge assigned to or licensed to the Chargor or which have been acquired or created by the Chargor prior to the date of the Charge or are acquired by or created by or assigned to or licensed to the Chargor at any time during the subsistence of the Charge including any applications for any of the foregoing and the right to apply for any of the foregoing in any part of the world and any similar rights situated in any country</p> <p>Loan means the Facility and, in addition, such other amounts as may be payable under the terms of the Loan Agreement to be made available to the Chargor by way of capital contribution to Chargor to be utilised by the Chargor towards the development of the Game</p> <p>Loan Agreement means a loan agreement dated 28 February 2011 between the Corporate Member and Chargee pursuant to which the Chargee has agreed to advance to the Corporate Member the Facility</p> <p>Members' Agreement means the agreement entered into between the Chargor, Ingenious Media Investments Limited and the Corporate Member</p> <p>Notice of Assignment shall have the meaning given to it in the Loan Agreement,</p> <p>Operator's Agreement means the agreement entered into between Ingenious Media Investments Limited and the Chargor relating to the operation of the Chargor</p> <p>Payment Deed shall have the meaning given to it in the Loan Agreement,</p> <p>Permitted Security shall mean the encumbrances (if any) created by the Security Agreements pursuant to which the Chargor grants any security over any of its assets</p> <p>Platform means any web platform, hardware device or other platform (for example Facebook or televisions) via which the Game shall be and/or is intended to be made available to users as set out in the Specification</p> <p>Receipts shall have the meaning given to it in the Loan Agreement,</p> <p>Receiver means a receiver appointed pursuant to the provisions of the Charge or pursuant to any applicable law and such expression shall include without limitation a receiver, a manager or an administrator</p> <p>Recoupment Schedule means Schedule 7 to the Commissioning and Publishing Agreement</p> <p>Relevant Agreements means the Charge, the Payment Deed, the Loan Agreement, the Security Agreements, the Commissioning and Publishing Agreement, the Development Services Agreement, the Notice of Assignment and any other agreement to which the Chargor is a party in connection with the Game</p> <p>Security means the Encumbrances constituted or evidenced by the Charge</p> <p>Security Agreements means the Charge and any other instrument which may have been or is at any time on or after the date of the Charge executed by the Chargor in favour of the Chargee to guarantee or secure the performance and discharge of the Secured Obligations</p> <p>Please see MG01 continuation sheet</p>

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Security Assets means, at any time, all the assets of the Chargor the subject of (or expressed to be the subject of) the Charge or at any time required to be made the subject of the Charge and, unless the context otherwise requires a reference to a Security Asset includes</p> <ul style="list-style-type: none"> (a) any part of that Security Asset (b) any proceeds of that Security Asset and (c) any present and future assets of that type <p>Security Period means the period beginning on the date of the Charge and ending on the date on which the Chargee (acting reasonably) is satisfied that all of the Secured Obligations have been finally and irrevocably and unconditionally paid, performed and discharged in full</p> <p>Software means the computer software embodying the Game in object code form</p> <p>Specification means the technical specification for the Game as agreed between the parties and set out in Schedule 5 to the Commissioning and Publishing Agreement</p> <p>Unsecured Receipts means that share of Receipts under the Recoupment Schedule to which the Chargor is entitled net (unless the provisions of Clause 13 2 1 of the Commissioning and Publishing Agreement apply) of the Borrower's Distributable Receipts</p> <p>Version means individually or collectively (as the context may require) any version of the Software designed for a Platform</p> <p>Please see MG01 continuation sheet</p>	

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6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="325 356 1011 385">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="325 423 975 483">Schedule Guarantee provisions pursuant to clause 2 of the Charge</p> <p data-bbox="325 517 1490 665">1 1 The Charge is a continuing security and shall remain in full force and effect until all moneys, obligations and liabilities referred to in Clause 2 of the Charge have been paid, discharged or satisfied in full notwithstanding the liquidation or other incapacity or any change in the constitution of the Chargor or the Corporate Member or in the name and style of either of them or any settlement of account or other matter whatsoever</p> <p data-bbox="325 701 1511 819">1 2 The Charge is in addition to and shall not merge with or otherwise prejudice or affect or be prejudiced by any other right, remedy, guarantee, indemnity or security and may be enforced without first having recourse to the same or any other bill, note, mortgage, charge, pledge or lien at the date of the Charge or hereafter held by or available to the Chargee</p> <p data-bbox="325 855 1511 1189">1 3 If any purported obligation or liability of the Corporate Member to the Chargee which if valid would have been the subject of the Charge is not or ceases to be valid or enforceable against the Corporate Member on any ground whatsoever (other than a breach by the Chargee of the Loan Agreement) whether or not known to the Chargee including but not limited to any defect in or want of powers of the Corporate Member or irregular exercise thereof or lack of authority by any person purporting to act on behalf of the Corporate Member or any legal or other limitation (whether under the Limitation Acts or otherwise), disability, incapacity or any change in the constitution of or any amalgamation, reconstruction or liquidation of the Corporate Member, the Chargor shall nevertheless be liable to the Chargee in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Chargor was the principal debtor in respect thereof The Chargor hereby indemnifies the Chargee fully against all damages, loss, costs and expenses arising from any failure of the Corporate Member to carry out any such purported obligation or liability</p> <p data-bbox="325 1225 1450 1279">1 4 The liability of the Chargor shall not be affected nor shall the Charge be discharged or diminished by reason of</p> <p data-bbox="325 1314 1477 1433">(a) any present or future bill, note, guarantee, indemnity mortgage, charge, pledge, lien or other security or right or remedy held by or available to the Chargee becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Chargee from time to time dealing with, exchanging, varying, realising, releasing or failing to perfect or enforce any of the same, or</p> <p data-bbox="325 1469 1511 1648">(b) the Chargee compounding with, discharging releasing, amending or varying the liability of or granting any time, indulgence or concession to the Corporate Member or any other person or renewing, determining, varying or increasing any bill, promissory note or other negotiable instrument, accommodation, facility or transaction in any manner whatsoever or concurring in, accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from any of the Corporate Member and the Chargor or any other person, or</p> <p data-bbox="325 1684 1434 1771">(c) any act or omission which would have discharged or affected the liability of the Chargor had it been principal debtor instead of guarantor or by anything done or omitted which but for this provision might operate to exonerate the Chargor</p> <p data-bbox="325 1807 735 1834">Please see MG01 continuation sheet</p>

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1 5 The Chargor warrants to the Chargee that it has not taken or received and undertakes that it will not take or receive the benefit of any security from the Corporate Member in connection with the Charge. If any such security is taken, the Chargor hereby declares that such security and all moneys at any time received in respect thereof shall be held on trust for the Chargee and as security for the liabilities of the Chargor under the Charge.</p> <p>1 6 The Chargor hereby agrees to pay interest to the Chargee for the account of the Chargee on all sums demanded under the Charge from the date of demand until actual payment (as well after as before any judgment) at the rate of seven percent per annum calculated on a day to day basis. Such interest shall be compounded monthly in accordance with the usual practice of the Chargee but without prejudice to the right of the Chargee to require payment of such interest.</p> <p>1 7 Until the Secured Obligations have been paid, discharged or satisfied in full, the Chargor hereby waives all rights of subrogation and indemnity against the Corporate Member and agrees not to share in any security held or moneys received by the Chargee on account of the Secured Obligations or to claim or prove in competition with the Chargee in the liquidation of the Corporate Member in respect of any moneys paid by the Chargor to the Chargee under the Charge. If the Chargor receives any payment or other benefit or exercises any set-off or counter-claim or otherwise acts in breach of Clause 1 7 of the Schedule to the Charge anything so received and any benefit derived directly or indirectly by the Chargor therefrom shall be held in trust for the Chargee and as security for the liabilities of the Chargor under the Charge.</p> <p>1 8 Any money received in connection with the Charge may be placed to the credit of a suspense account with a view to preserving the right of the Chargee to prove for the whole of its claim against the Corporate Member or any other person liable or may be applied by the Chargee in or towards satisfaction of such of the moneys, obligations or liabilities of the Chargor under the Charge as the Chargee may from time to time conclusively determine.</p> <p>1 9 Any release, discharge or settlement between the Chargor and the Chargee shall be conditional upon no security, disposition or payment to the Chargee by the Corporate Member or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to bankruptcy, liquidation or insolvency or for any reason whatever and, if such condition shall not be fulfilled, the Chargee shall be entitled to enforce the Charge subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made.</p> <p>1 10 Unless and until the Chargee is satisfied in its absolute discretion as to the solvency of the Corporate Member and the Chargor, the Chargee shall be entitled to retain any security constituted by or pursuant to Clause 2 of the Charge for a period of up to six months after the payment, discharge or satisfaction of all moneys, obligations and liabilities that are or may become due owing or incurred to or in favour of the Chargee from the Corporate Member or the Chargor and notwithstanding any such payment, discharge or satisfaction, in the event of an act of bankruptcy by or the commencement of winding-up or administration of the person making such payment or effecting such discharge or satisfaction at any time within the said period of six months, the Chargee shall be entitled to retain any such security for such further period as the Chargee may determine.</p> <p>Please see MG01 continuation sheet</p>	

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<p>6</p>	<p>Short particulars of all the property mortgaged or charged</p> <p>Please give the short particulars of the property mortgaged or charged</p>	
<p>Short particulars</p>	<p>1 11 The Chargee shall not be obliged before it takes steps to enforce the Charge</p> <p>(a) to take action or obtain judgment in any court against the Corporate Member or any other person, or</p> <p>(b) to make or file any claim in a bankruptcy or liquidation of the Corporate Member or any other person, or</p> <p>(c) to make, enforce or seek to enforce any claim against the Corporate Member or any other person under any security or other document, agreement or arrangement</p> <p>1 12 All sums due and payable by the Chargor under the Charge shall be made in full without set-off or counter-claim and free and clear of and (subject as provided in the next sentence) without deduction for or on account of any future or present taxes If</p> <p>(a) the Chargor is required by any law to make any deduction or withholding from any sum payable by the Chargor to the Chargee hereunder, or</p> <p>(b) the Chargee is required by law to make any payment on account of tax (other than tax on its overall net income) or otherwise, on or in relation to any amount received or receivable by the Chargee hereunder,</p> <p>then the sum payable by the Chargor in respect of which such deduction, withholding or payment is required to be made shall be increased to the extent necessary to ensure that, after the making of such deduction, withholding or payment, (and after taking account of any deduction, withholding or payment which is required to be made as a result of the increase) the Chargee receives and retains a net sum equal to the sum which it would have received and so retained had no such deduction, withholding or payment been made</p> <p>1 13 The Charge is and will remain the property of the Chargee</p>	

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Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

7	Particulars as to commission, allowance or discount (if any)	
	<p>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</p> <ul style="list-style-type: none">- subscribing or agreeing to subscribe, whether absolutely or conditionally, or- procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission allowance or discount	Nil	
8	Delivery of instrument	
	<p>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. 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</p> <p>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. 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 property situated in another part of UK</p>	
9	Signature	
	Please sign the form here	
Signature	<p>Signature</p> <p>X <i>Osborne Clarke</i> X</p>	
	This form must be signed by a person with an interest in the registration of the charge	

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Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)



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

LBA/0966109

Company name

Osborne Clarke

Address

1 London Wall

London

Post town

County/Region

Postcode

E C 2 Y 5 E B

Country

DX

DX 466 LDE

Telephone

+44 (0) 20 7105 7520



Certificate

We will send your certificate to the presenter's address if given above or to the LLP'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 LLP 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 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 LLPs registered in England and Wales

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For LLPs 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 LLPs 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 as
applied to the Limited Liability Partnerships (Application of
Companies Act 2006) Regulations 2009**

LLP NO. OC314073
CHARGE NO. 14

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF CHARGE AND SECURITY
ASSIGNMENT DATED 28 FEBRUARY 2011 AND CREATED BY
INGENIOUS GAMES LLP FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE CORPORATE MEMBER TO TWO
WAY MEDIA LIMITED 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 AS APPLIED TO THE
LIMITED LIABILITY PARTNERSHIPS (APPLICATION OF
COMPANIES ACT 2006) REGULATIONS 2009 ON THE 5 MARCH
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 MARCH 2011

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES