

# M

COMPANIES FORM No. 395

217963/13

## Particulars of a mortgage or charge

# 395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Please do not write in this margin

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

\*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[[12]]

548648

Name of company

\* INDEPENDENT TELEVISION NEWS LIMITED (the "Chargor")

Date of creation of the charge

5 February 2009

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

5

Debenture entered into by the Chargor in favour of ITV Broadcasting Limited (the "Chargee") on 5 February 2009 (the "Debenture")

Amount secured by the mortgage or charge

4  
+  
10

All moneys, liabilities and other obligations due, owing, incurred or payable or expressed or intended to be due, owing, incurred or payable by the Chargor to the Chargee under the Loan Agreement whether actual or contingent, present or future, joint or several, as principal debtor or surety.

[All capitalised terms not defined herein shall have the meaning given to them in Schedule 1 to this Form 395].

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

ITV Broadcasting Limited  
200 Grays Inn Road  
London

Postcode WC1X 8HF

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

Reed Smith

Minerva House

5 Montague Close

London SE1 9BB

Ref: PMT/GL/76324.  
00020

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

FRIDAY



\*AVX047JW\*

A30

20/02/2009

122

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1. Fixed and Floating Charges

The Chargor charged as continuing security for the discharge of the Secured Liabilities with full title guarantee to the Chargee:

(a) by way of fixed charge all Secured Assets now and in the future vested in or owned by the Chargor;

(b) by way of fixed charge all the Chargor's right, title and interest (if any) from time to time in and to all monies from time to time standing to the credit of the Dedicated Account and together with any proceeds thereof, the right to demand the same and the debts represented thereby; and

(c) by way of floating charge all of the assets now and in the future vested in or owned ~~by the Chargor~~ and which are purported to be charged or assigned pursuant to 1(a) and 1(b) above and 2 below but which are not effectively charged or assigned pursuant to 1(a) and 1(b) above and 2 below.

//continued...

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

None

Signed **REED SMITH**

Date 18 February 2009

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [chargee] † ITV Broadcasting Limited

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

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

CHFP025

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

Please do not  
write in this  
binding margin

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

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

Company Number

548648

Name of Company

INDEPENDENT TELEVISION NEWS LIMITED

~~XXXXXX~~

\* 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  
write in this  
binding margin

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

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*

//continued...

## 2. Assignment

The Chargor, with full title guarantee, assigned the Assigned Rights to the Chargee absolutely (but subject to redemption upon payment and discharge in full of the Secured Liabilities).

## 3. Negative Undertakings of the Chargor

The Chargor will not, without the prior written consent of the Chargee:

(a) create or permit to subsist any Security Interest (other than a Permitted Security Interest) over any of the Secured Assets and/or any of the Assigned Rights;

(b) sell, transfer, assign, lease or otherwise dispose of (i) any of the Secured Assets or (ii) any of the Assigned Rights save as permitted or required by the terms of the Loan Agreement; or

(c) (i) save as permitted or required by the terms of the Loan Agreement, amend or terminate the terms on which the Dedicated Account is held or waive or compromise any of its rights in respect of the Dedicated Account or withdraw or otherwise deal with the amount from time to time standing to the credit of the Dedicated Account or (ii) agree any amendments to the News Service Agreements which would have the effect of altering the time or amount of payment of the Service Charge and Interest Charge due thereunder.

[All capitalised terms not defined herein shall have the meaning given to them in Schedule 1 to this Form 395].

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

Company Name: Independent Television News Limited

Company Number: 548648

Schedule to Form 395

SCHEDULE 1 DEFINITIONS	
Term	Meaning
"Account Bank"	means Barclays Bank Plc and any other bank(s) with whom the Dedicated Account is held from time to time;
"Assigned Contracts"	means the News Service Agreements as they may be amended, novated or replaced in any manner whatsoever;
"Assigned Rights"	means all right, title, benefit and interest of the Chargor, whether present or future, proprietary, contractual or otherwise, arising out of, in, under or to or in connection with the Service Charge and the Interest Charge under the Assigned Contracts;
"Dedicated Account"	means such account of the Chargor with such bank as the Chargor shall advise to the Chargee in writing;
"Interest Charge"	means the six monthly interest charge under the Loan Agreement notified by ITV in accordance with Clause 12.10 of the National Agreement and any charge notified by ITV as an Interest Charge pursuant to Clause 12.12 of the National Agreement;
"ITV"	means ITV Network Limited;
"Loan"	means £19,425,412 (subject to reduction and increase in accordance with the National Agreement and/or the London Agreement) or (as the context requires) the principal amount thereof from time to time outstanding;
"Loan Agreement"	means the £19,425,412 loan agreement dated 5 February 2009 between the Chargor and the Chargee as that agreement may from time to time be amended, novated or replaced in any manner whatsoever (including by any increase in the amount of the facility, the extension of its term or any change in the identity of the parties thereto);
"London Agreement"	means the news services agreement for London regional news between Carlton Broadcasting Limited, LWT (Holdings) Limited, ITV, the Chargee, the Chargor and London News Network;
"National Agreement"	means the news services agreement for national and international news between, inter alia, the Chargee, ITV and the Chargor;
"News Service Agreements"	means the National Agreement and the London Agreement or either of them;

Company Name: Independent Television News Limited

Company Number: 548648

Schedule to Form 395

<b>"Permitted Security Interests"</b>	means:  (a) the Security;  (b) retention of title agreements entered into in the ordinary course of the Chargor's business relating to the unpaid purchase price of goods supplied to the Chargor;  (c) liens arising by operation of law and in the ordinary course of trading;  (d) any other Security Interest which the Chargee has given its prior written consent to creating; and  (e) any Security Interest or right of combination or consolidation granted over or relating to the ITN Account (as such term is defined in the National Agreement);
<b>"Secured Asset"</b>	means any tangible asset purchased by the Chargor in respect of which funding has been provided by the Loan (in whole but not in part and excluding any VAT or other Tax (as such term is defined in the Loan Agreement) payable by the Chargor in respect of such purchase) but excluding any tangible asset where the consent or agreement of a third party would be required in order for the ownership of such asset to be charged and/or transferred to the Chargee and the Chargor is not able to obtain such consent or agreement (despite using all reasonable commercial endeavours (but without being required to incur material costs) to do so (which the Chargor hereby undertakes to do)) all as envisaged in clause 45.5 of the National Agreement;
<b>"Secured Liabilities"</b>	means all moneys, liabilities and other obligations due, owing, incurred or payable or expressed or intended to be due, owing, incurred or payable by the Chargor to the Chargee under the Loan Agreement whether actual or contingent, present or future, joint or several, as principal debtor or surety;
<b>"Security"</b>	means the security constituted by the Debenture including, without limitation, the assignment of security and the security created over the Assigned Rights and the Secured Assets listed in clause 4 of the Debenture;
<b>"Security Interest"</b>	means any mortgage, charge, assignment (including by way of security), pledge, hypothecation, lien, right of set-off, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same; and
<b>"Service Charge"</b>	means the repayment charges under the Loan Agreement notified by ITV in accordance with Clause 12.9 of the National Agreement and as amended by ITV from time to time and any charge notified as a Service Charge by ITV



Company Name: Independent Television News Limited

Company Number: 548648

Schedule to Form 395

	pursuant to Clause 12.12 of the National Agreement.
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## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

COMPANY NO. 548648  
CHARGE NO. 12

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 5 FEBRUARY  
2009 AND CREATED BY INDEPENDENT TELEVISION NEWS  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO ITV BROADCASTING 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 20 FEBRUARY  
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 FEBRUARY  
2009



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES