

MG01

Particulars of a mortgage or charge



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LASERFORM

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

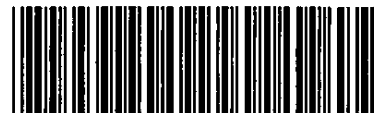
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to re-
particulars of a charge for a Sc
company. To do this, please use
form MG01s

MONDAY



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A09

04/07/2011

106

COMPANIES HOUSE

For official use

1

Company details

Company number

0 0 5 4 8 6 4 8

Company name in full

Independent Television News Limited (the "Company")



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

d 2 d 0 m 0 m 6 y 2 y 0 y 1 y 1

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

Account security agreement (Archive) between (1) the Company and (2) David Slessor McCall CBE DL, Michael
Cawley, Martyn Roy Hurd, Duncan Merlin Jones, Catherine Mayne and Michael George Morris as trustees of the
Independent Television News Limited Pension Scheme (together the "Trustees") (the "Account Security Agreement")

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Amount secured

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

Amount secured

All of the present and/or future, actual or contingent obligations and liabilities owed
by the Company to the Scheme and/or the Trustees whether actual or contingent and
whether owed jointly or severally, as principal or surety and/or in any other capacity
(including but not limited to any obligation or liability to pay any debt arising under
section 75 of the Pensions Act 1995 or any contribution payable under the schedule
of contributions (prepared under section 227 of the Pensions Act 2004) from time to
time in effect in relation to the Scheme (at the time a demand is made)) or any sum
payable under the Account Security Agreement (the "Secured Liabilities")

However, the maximum amount of the Secured Liabilities at any time shall not
exceed the actuarial value (at the time a demand is made) of the contributions that
are unpaid under the most recent schedule of contributions to be in effect for the
Scheme under section 227 of the Pensions Act 2004 (as to any extent varied as
envisaged by section 227) with that actuarial value being identified in accordance
with the assumptions used in the recovery plan with which that schedule of
contributions is associated

Continuation page

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

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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

David Slessor McCall CBE DL, as Trustee of the Scheme

Address

c/o 200 Gray's Inn Road

London

Postcode

W C 1 X 8 X Z

Name

Michael Cawley as Trustee of the Scheme

Address

c/o 200 Gray's Inn Road

London

Postcode

W C 1 X 8 X Z

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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

1 Pursuant to the Account Security Agreement, the Company charged and agreed to charge, by way of first fixed charge all of its present and future right, title and interest in and to the Account and the Account Balance

2 Pursuant to the Account Security Agreement, the Company must not

2.1 create or permit to subsist any Security Interest on any Security Asset (other than the Account Security Agreement or the Security Agreement In Respect Of News Footage), or

2.2 sell, transfer, licence, lease or otherwise dispose of any Security Asset

3 Pursuant to the Account Security Agreement, the Company shall not withdraw or attempt or be entitled to withdraw (or direct any transfer of) all or any part of the Account Balance without the prior written consent of the Trustees. The Trustees shall be entitled in their absolute discretion to refuse to permit any such withdrawal or transfer

4 Pursuant to the Account Security Agreement, the Company shall not, without the prior written consent of the Trustees, permit or agree to any variation of the rights attaching to the Account or the Account Balance other than administrative variation required by the National Westminster Bank plc which do not conflict with the terms of the Account Security Agreement, or materially affect the interests of the Trustees

5 Pursuant to the Account Security Agreement, the security created by the Account Security Agreement is continuing and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part

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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

None

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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 870).

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 866). 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 *Thomas Smith Ltd* X

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



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 Joseph Wren / Christopher Glennie

Company name Travers Smith LLP

Address 10 Snow Hill

Post town London

County/Region

Postcode E C 1 A 2 A L

Country

DX 1111079 Chancery Lane, London

Telephone 020 7295 3000



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

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Particulars of a mortgage or charge

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

Name Martyn Roy Hurd as Trustee of the Scheme

Address c/o 200 Gray's Inn Road

London

Postcode W C 1 X 8 X Z

Name Duncan Merlin Jones as Trustee of the Scheme

Address c/o 200 Gray's Inn Road

London

Postcode W C 1 X 8 X Z

Name Catherine Mayne as Trustee of the Scheme

Address c/o 200 Gray's Inn Road

London

Postcode W C 1 X 8 X Z

Name Michael George Morris as Trustee of the Scheme

Address c/o 200 Gray's Inn Road

London

Postcode W C 1 X 8 X Z

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Account" means the account with sort code 60-00-01 and account number 39622150 held at National Westminster Bank plc, together with

- (a) all additions to or renewals or replacements of such account (in whatever currency) and all investments made out of the same, and
- (b) all rights, benefits and proceeds in respect of such account (including interest and rights to repayment of any monies standing to the credit of such account)

"Account Balance" means all monies at any time standing to the credit of the Account and

- (a) all interest at any time accrued or accruing on such monies,
- (b) all investments at any time made out of such monies or account, and
- (c) all rights to repayment of any of the same

"Scheme" means The Independent Television News Limited Pension Scheme

"Security Agreement In Respect Of News Footage" means the security agreement in respect of news footage between the Company and the Trustees dated 20 June 2011

"Security Assets" means all assets of the Company the subject of any Security Interest created by the Account Security Agreement

"Security Interest" means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 548648
CHARGE NO. 16**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ACCOUNT SECURITY
AGREEMENT DATED 20 JUNE 2011 AND CREATED BY
INDEPENDENT TELEVISION NEWS LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO THE SCHEME AND/OR THE TRUSTEES 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 4 JULY 2011**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 JULY 2011



Companies House
— for the record —



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