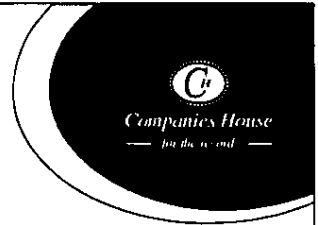


# MG02

## Statement of satisfaction in full or in part of mortgage or charge



☒ **What this form is for**  
You may use this form to register a  
statement of satisfaction in full or in  
part of a mortgage or charge

☒ **What this form is NOT for**  
You cannot use this form to register  
a statement of satisfaction in full  
or in part of a fixed charge for a  
company registered in Scotland. To  
do this, please use form MG02s

MONDAY



L13

31/12/2012  
COMPANIES HOUSE

### 1 Company details

Company number         
Company name in full

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 Creation of charge

Date charge created          
Description   
Date of registration

① You should give a description of  
the instrument (if any) creating or  
evidencing the charge,  
e.g. 'Legal charge'  
② The date of registration may be  
confirmed from the certificate

### 3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the  
debenture holders

Name   
Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

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

MG02

Statement of satisfaction in full or in part of mortgage or charge

4

**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 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

SEE CONTINUATION PAGE

5

**Satisfaction of the debt**

I confirm that the debt for which the charge described above was given has been paid or satisfied ①

- ☒ In full  
☐ In part

① Please tick one box only

6

**Signature**

Please sign the form here

Signature

Signature

X *James Jones* X

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

MG02

Statement of satisfaction in full or in part of 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. The contact information you give will be visible to searchers of the public record.

Contact name	James Scorer									
Company name	Independent Television News Limited									
Address	200 Gray's Inn Road									
Post town	London									
County/Region										
Postcode	W	C	1	X		8	X	Z		
Country										
DX										
Telephone	020 7430 4779									



### 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 completed the charge details in Section 2
- ☒ You have completed the name and address of the chargee, or trustee for the debenture holders
- ☒ You have completed the short particulars of the property mortgaged or charged
- ☒ You have confirmed whether the charge is to be satisfied in full or in part
- ☒ You have signed the form



### Important information

Please note that all information on this form will appear on the public record



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

## MG02 - continuation page

Statement of satisfaction in full or in part of mortgage or charge

4	<b>Short particulars of all the property mortgaged or charged</b> Please give the short particulars of the property mortgaged or charged
Short particulars	<p><b>2 Assignment</b></p> <p>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)</p> <p><b>3 Negative Undertakings of the Chargor</b></p> <p>The Chargor will not, without the prior written consent of the Chargee</p> <p>(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,</p> <p>(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</p> <p>(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</p> <p>[All capitalised terms not defined herein shall have the meaning given to them in Schedule 1 to this Form]</p>

Company Name: Independent Television News Limited

Company Number: 548648

Schedule to Form

M602

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

M602

"Permitted Security Interests"	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),
"Secured Asset"	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,
"Secured Liabilities"	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,
"Security"	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,
"Security Interest"	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
"Service Charge"	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

MG-02

	pursuant to Clause 12 12 of the National Agreement.
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