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MG01

403

Particulars of a mortgage or charge



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
particulars of a charge for a
company. To do this, please
form MG01s.

(2)

SATURDAY



AXCPOFQ1

12/12/2009

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A43

COMPANIES HOUSE

1

Company details

Company number

4 1 2 6 9 9 7

Company name in full

Archant Limited (a "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

d0 d4 m1 m2 y2 y0 y0 y9

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

Debenture (the "Debenture")

4

Amount secured

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

Amount secured

04
+

All present and future obligations and liabilities
(whether actual or contingent and whether owed
jointly or severally and in any capacity
whatsoever) of each Company to make payments to the
Scheme pursuant to the Debenture and any of the
other Pensions Documents up to a maximum amount
equal to the entire aggregate liability of every
Employer in relation to the Scheme were a debt
under section 75(2) of the Pensions Act 1995 to
have become due on that date (the "Secured
Obligations").

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 Archant Pension and Life Assurance Scheme

Address Trustee Limited (as "Security Agent")

Prospect House, Rouen Road, Norwich

Postcode N R 1 1 R E

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

Please see continuation sheet attached.

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Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged.

Short particulars

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2. Fixed Charges

2.1 Each Company, with full title guarantee, charges to the Security Agent as a continuing security for the payment and discharge of the Secured Obligations:

- (a) by way of first legal mortgage, the Properties (if any) specified against its name in Schedule 2 (Properties) of the Debenture (none specified) (or, as the case may be, schedule 1 (Properties) of the relevant Security Accession Deed);
- (b) by way of first legal mortgage, all Properties (other than any property specified in schedule 2 (Properties) of the Debenture (none specified) (or, as the case may be, schedule 1 (Properties) of the relevant Security Accession Deed)) now owned by such Company or in which such Company has an interest;
- (c) by way of first fixed charge (to the extent not the subject of a legal mortgage by virtue of Clauses 2.1(a) or 2.1(b) all present and future Properties now or from time to time hereafter owned by such Company or in which such Company may have an interest;
- (d) by way of first fixed charge, the Equipment (if any) specified in Schedule 3 (Equipment) of the Debenture (none specified) (or, as the case may be, schedule 2 (Equipment) of the relevant Security Accession Deed) and the benefit of all contracts and warranties relating to the same;
- (e) by way of first fixed charge, all Equipment (other than any property specified in Schedule 3 (Equipment) of the Debenture (none specified) (or, as the case may be, schedule 2 (Equipment) of the relevant Security Accession Deed) now or from time to time hereafter owned by such Company or in which such Company has an interest and the benefit of all contracts and warranties relating to the same;
- (f) by way of first fixed charge, all Securities now or from time to time hereafter owned by such Company or in which such Company has an interest;

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(g) by way of first fixed charge, the goodwill and uncalled capital of such Company; and

(h) if not effectively assigned by Clause 2.3 (Security Assignment), by way of first fixed charge all its rights and interests in (and claims under) the Assigned Agreements,

In addition to the above, each Company charges to the Security Agent as a continuing security for the payment and discharge of the Secured Obligations:

(i) by way of first fixed charge, the Intellectual Property (if any) specified in Schedule 5 (Intellectual Property) of the Debenture (none specified) (or, as the case may be, schedule 4 of the relevant Security Accession Deed); and

(j) by way of first fixed charge, all Intellectual Property (other than any Intellectual Property specified in Schedule 5 (Intellectual Property) of the Debenture (none specified) (or, as the case may be, schedule 4 of the relevant Security Accession Deed)), now or from time to time hereafter owned by such Company or in which such Company may have an interest,

2.2 Floating Charges-

Each Company, with full title guarantee, hereby charges to the Security Agent by way of first 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, including, without limitation, its Inventory other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to Clause 2.1 (Fixed Charges) or otherwise pursuant to this deed but including (without limitation and whether or not so effectively charged) any of its property and assets situated in Scotland.

2.3 Security Assignment

(a) As further security for the payment and discharge of the Secured Obligations, each Company assigns absolutely with full title guarantee to the Security Agent all its rights,

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title and interest in the Assigned Agreements, provided that on payment or discharge in full of the Secured Obligations the Security Agent will at the request and cost of that Company re-assign the Assigned Agreements to that Company (or as it shall direct).

- (b) Until the occurrence of an Event of Default which is continuing unremedied and unwaived, but subject to Clause 6.1(b) (*Assigned Agreements*) of the Debenture, the relevant Company may continue to deal with the counterparties to the relevant Assigned Agreements and enjoy all rights and benefits arising under or in connection with such Assigned Agreements.

2.4 Restrictions on dealing with Charged Assets

Each Company hereby covenants that, save as permitted under the Pensions Documents, it will not:

- (a) dispose of all or any of its Properties;
- (b) dispose of all or any of the Equipment specified in Schedule 3 (*Equipment*) of the Debenture except for disposals for which the Security Agent's consent has been requested and expressly granted;
- (c) dispose of all or any of the other Fixed Charge Assets without the prior written consent of the Security Agent;
- (d) dispose of its Inventory or any other Charged Asset the disposal of which is not otherwise restricted by the express terms of this deed otherwise than for full value in the ordinary course of business;
- (e) without limiting the generality of the foregoing provisions of this Clause 2.4 dispose of, or create or attempt to create or permit to subsist or arise any Encumbrance on or over, the Debts or any part thereof or release, set off or compound or deal with the same otherwise than in accordance with Clause 6.1(a) (*Debts*) of the Debenture; or
- (f) create or attempt to create or permit to subsist in favour of any person other than the Security Agent any Encumbrance on or affecting the Charged Assets or any part thereof.

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In this form MG01:

"Assigned Agreements" means the Hedging Agreements and the Insurances.

"Charged Assets" means, in relation to a Company, all assets of that Company described in Clauses 2.1 (Fixed Charges), 2.2 (Floating Charges) and 2.3 (Security Assignment).

"Collateral Instruments" means notes, bills of exchange, certificates of deposit and other negotiable and non-negotiable instruments, guarantees 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 includes any document or instrument creating or evidencing an Encumbrance.

"Company" means the Parent each of the Original Subsidiaries and each other Subsidiary (if any) of the Parent which becomes a party to this deed pursuant to a Security Accession Deed.

"Debts" means book and other debts, revenues and claims, whether actual or contingent, whether arising under contracts or in any other manner whatsoever and all things in action which may give rise to any debt, revenue or claim, together with the full benefit of any Encumbrances, Collateral Instruments and any other rights relating thereto (whether as creditor or beneficiary) including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights.

"Employer" means the Parent and any employer in respect of the Scheme within the meaning of section 318 of the Pensions Act 2004 and regulations made thereunder.

"Encumbrance" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind securing or preferring any obligation of any person or any other arrangement having the effect of conferring rights of retention or set-off or other disposal rights over an asset (including, without limitation, title transfer and/or retention arrangements having a similar effect) and includes any agreement to create any of the foregoing.

"Existing Pension Guarantee" means the deed of guarantee dated 16 January 2009 made between the Parent and the trustees of the Scheme.

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"Fixed Charge Assets" means the assets of each Company described in Clause 2.1 (Fixed Charges).

"Fixtures" means, in relation to a Property, all fixtures and fittings (including trade fixtures and fittings), fixed plant and machinery and other items attached to that property, whether or not constituting a fixture at law.

"Insurances" means, in relation to a Company, all present and future contracts or policies of insurance (including life assurance policies) and all proceeds of them taken out by that Company or in which that Company from time to time has an interest.

"Intellectual Property" means all patents (including applications for and rights to apply for patents), trade marks and service marks (whether registered or not) and applications for the same, trade names, registered designs, design rights, semi-conductor topography rights, database rights, copyrights, computer programs, know-how and trade secrets and all other intellectual or intangible property or rights and all licences, agreements and ancillary and connected rights relating to intellectual and intangible property including any renewals, revivals or extensions thereof and wherever in the world subsisting.

"Intercreditor Agreement" means the intercreditor agreement dated the same date as the Debenture and made between, among others, the Parent, the Original Subsidiaries the Security Agent, the Pension Trustees, National Westminster Bank plc and the Governor and Company of the Bank of Ireland (as lenders), the Arranger and The Royal Bank of Scotland (in various capacities).

"Original Subsidiaries" means the companies whose respective names, registered numbers and registered offices are set out in Schedule 1 (the Original Subsidiaries).

"Parent" means Archant Limited (company number: 04126997).

"Pensions Documents" means:

- (a) the Debenture;
- (b) the Intercreditor Agreement;
- (c) the rules of the Scheme from time to time in force;
- (d) the Existing Pension Scheme Guarantee;
- (e) such Schedule of Contributions (as defined by Section 227 of the Pensions Act 2004) as is in place from time to time;
- (f) such Recovery Plan (as defined by Section 226 of the Pensions Act 2004) as is in place from time to time;
- (g) the Security Trust Deed;

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and any other document under which there is an obligation on any member of the Group to contribute or otherwise make payments to or for the benefit of the Scheme from time to time.

"Pension Trustees" means John Oliver Ellison, John Anthony Foulke, Stephan John Phillips, Michael Brett Pollitt, Joanne Revitt, Nicholas Townsend Schiller and Peter William Swallow (and **"Pension Trustee"** shall be construed as each or any of them as the context admits or requires) or such other person or persons who are appointed as trustees of the Scheme from time to time in accordance with the rules of the Scheme then in force.

"Property" means freehold and leasehold property wherever situate (other than any heritable property in Scotland), and includes all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same and **"Properties"** means all or any of the same, as the context requires.

"Receiver" means, in relation to any Company, any receiver and/or manager not being an administrative receiver (within the meaning of section 29(2) Insolvency Act 1986) appointed by the Security Agent pursuant to Clause 11.1 (Appointment) of the Debenture.

"Secured Parties" means the Security Agent, any Receiver or Delegate and Pension Trustees from time to time.

"Securities" means the Subsidiary Shares and any other stocks, shares, bonds and securities of any kind whatsoever (including warrants and options to acquire or subscribe any of the same) whether marketable or otherwise and all 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 thereof.

"Security Accession Deed" means a deed executed by a Subsidiary of the Parent substantially in the form set out in Schedule 8 (Form of Security Accession Deed) with those amendments which the Security Agent may approve or reasonably require.

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"**Security Trust Deed**" means the security trust deed dated on or around the date of the Debenture made between the Security Agent and the Secured Parties.

"**Scheme**" means the Archant Pension and Life Assurance Scheme.

"**Subsidiary Shares**" means, in relation to a Company, all the shares listed against its name in Schedule 4 (*Subsidiary Shares*) of the Debenture (set out below) (or, as the case may be, schedule 3 (*Subsidiary Shares*) of the relevant Security Accession Deed).

"**Subsidiary**" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006.

SCHEDULE 1

The Original Subsidiaries

	Name	Registered Number	Registered Office
1	Archant Holdings Limited	04040110	Prospect House Rouen Road Norwich Norfolk NR1 1RE
2	Archant Dialogue Limited	02266514	Prospect House Rouen Road Norwich Norfolk NR1 1RE
3	Archant Lifestyle Plc	03550181	Prospect House Rouen Road Norwich Norfolk NR1 1RE
4	Archant Print Limited	04243174	Prospect House Rouen Road Norwich Norfolk NR1 1RE
5	Archant Properties Limited	02562545	Prospect House Rouen Road Norwich Norfolk NR1 1RE
6	Archant Regional	00019300	Prospect House Rouen Road

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Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged.

Short particulars

	Limited		Norwich Norfolk NR1 1RE
7	Archant Specialist Limited	03153061	Prospect House Rouen Road Norwich Norfolk NR1 1RE
8	East Anglian Daily Times Company Limited	02560197	Prospect House Rouen Road Norwich Norfolk NR1 1RE
9	Archant Life Limited	03518941	Prospect House Rouen Road Norwich Norfolk NR1 1RE
10	Archant Norfolk Limited	04258264	Prospect House Rouen Road Norwich Norfolk NR1 1RE
11	Archant Suffolk Limited	04258110	Prospect House Rouen Road Norwich Norfolk NR1 1RE
12	Archant Anglia (East) Limited	01397279	Prospect House Rouen Road Norwich Norfolk NR1 1RE
13	Archant Anglia (West) Limited	01429336	Prospect House Rouen Road Norwich Norfolk NR1 1RE
14	Archant Devon Limited	04258240	Prospect House Rouen Road Norwich Norfolk NR1 1RE
15	Archant Somerset Limited	04258171	Prospect House Rouen Road Norwich Norfolk NR1 1RE
16	Archant	04258155	Prospect House

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Please give us the short particulars of the property mortgaged or charged.

Short particulars

	Hertfordshire Limited		Rouen Road Norwich Norfolk NR1 1RE
17	Archant North London Limited	04258174	Prospect House Rouen Road Norwich Norfolk NR1 1RE
18	Archant East London & Essex Limited	04258108	Prospect House Rouen Road Norwich Norfolk NR1 1RE
19	Archant Imaging Limited	05351198	Prospect House Rouen Road Norwich Norfolk NR1 1RE
20	Archant Leisure Limited	0915840	Prospect House Rouen Road Norwich Norfolk NR1 1RE
21	Archant Style Limited	05351064	Prospect House Rouen Road Norwich Norfolk NR1 1RE
22	Archant Travel Limited	05351391	Prospect House Rouen Road Norwich Norfolk NR1 1RE
23	Archant Community Magazines Limited	05401069	Prospect House Rouen Road Norwich Norfolk NR1 1RE
24	Archant France Magazines Limited	05401077	Prospect House Rouen Road Norwich Norfolk NR1 1RE
25	Home Counties Newspapers Holdings Plc	01820899	Prospect House Rouen Road Norwich Norfolk NR1 1RE

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Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged.

Short particulars

26	Home Counties Newspapers Limited	02981040	Prospect House Rouen Road Norwich Norfolk NR1 1RE
27	Eastern Counties Newspapers Group Limited	00066951	Prospect House Rouen Road Norwich Norfolk NR1 1RE
28	Archant (Services) Limited	01537802	Prospect House Rouen Road Norwich Norfolk NR1 1RE
29	The Derbyshire Countryside Limited	2192311	Prospect House Rouen Road Norwich Norfolk NR1 1RE
30	Archant (Dormants) Limited	02784270	Prospect House Rouen Road Norwich Norfolk NR1 1RE

SCHEDULE 4

Company	Subsidiary	Number and Class of Shares
Archant Limited	Archant (Dormants) Limited	9,000,000 ordinary shares of £1 each
Archant Limited	Archant Charitable Trustee Company Limited	1 ordinary share of £1
Archant Limited	Archant Holdings Limited	5,320,127 ordinary shares of £1 each
Archant Limited	Archant Kent Limited	1,000 ordinary shares of £1 each
Archant Limited	Archant (Services) Limited	10,500,000 ordinary shares of £1 each
Archant Limited	Archant Regional Limited	5,872,446 cumulative preference shares of

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Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged.

Short particulars

		£10. each
Archant Limited	-Holdings	Archant Lifestyle Plc 1,000,000 ordinary shares of £1 each
Archant Limited	Holdings	Archant Print Limited 1,000,000 ordinary shares of £1 each
Archant Limited	Holdings	Archant Regional Limited 16,600,630 ordinary shares of 20p each
Archant Limited	(Services)	Archant Employee Benefit Trustee Company Limited 2 ordinary shares of £1 each
Archant Limited	(Services)	Archant Leasing Limited 2 ordinary shares of £1 each
Archant Limited	(Services)	Archant Profit Sharing Scheme Trustee Company Limited 2 ordinary shares of £1 each
Archant Limited	(Services)	Archant Properties Limited 4,000,000 ordinary shares of £1 each
Archant Limited	(Dormants)	Adprint Limited 100 ordinary shares of £1 each
Archant Limited	(Dormants)	All Anglia Radio Limited 34,707 ordinary shares of £1 each
Archant Limited	(Dormants)	Archant (Thorpe) Limited 3,600,000 ordinary shares of £1 each
Archant Limited	(Dormants)	City Recorder Newspapers Limited 10,000 ordinary shares of £1 each
Archant Limited	(Dormants)	Cornwall Life Limited 2 ordinary shares of £1 each
Archant Limited	(Dormants)	East Anglian Daily Times Company Limited 5,000,000 ordinary shares of £1 each
Archant Limited	(Dormants)	Eastern Counties Newspapers Limited 2,002 ordinary shares of £1 each
Archant Limited	(Dormants)	Eastern Evening News Limited 120,268 ordinary shares of £1 each

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Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged.

Short particulars

Archant Limited	(Dormants)	ECNews Limited	100 ordinary shares of £1 each
Archant Limited	(Dormants)	ECNG Investment Co Limited	2 ordinary shares of £1 each
Archant Limited	(Dormants)	Enterprise Radio Limited	100 ordinary shares of £1 each
Archant Limited	(Dormants)	France Magasin Limited	277,000 A ordinary shares of £1 each 19,670 B ordinary shares of £1 each
Archant Limited	(Dormants)	Hackney Gazette Limited	42,004 ordinary shares of £1 each
Archant Limited	(Dormants)	J H Publishing Limited	10 ordinary shares of £1 each
Archant Limited	(Dormants)	Life Exhibitions Limited	100 ordinary shares of £1 each
Archant Limited	(Dormants)	London Recorder Newspapers Limited	102,000 ordinary shares of £1 each
Archant Limited	(Dormants)	Loyalty & Conquest Communications Limited	50 A ordinary shares of £1 each 50 B ordinary shares of £1 each 150 non-voting ordinary shares of £1 each
Archant Limited	(Dormants)	Mid-Anglia Newspapers Limited	277,000 A ordinary shares of 10p each 19,670 B ordinary shares of 10p each
Archant Limited	(Dormants)	Norfolk News Company Limited	2 ordinary shares of £1 each
Archant Limited	(Dormants)	North Devon Gazette and Advertiser Limited	100 ordinary shares of £1 each

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Short particulars of all the property mortgaged or charged—

Please give us the short particulars of the property mortgaged or charged.

Short particulars—

Archant Limited (Dormants)	North London News Limited	500,000 ordinary shares of £1 each
Archant Limited (Dormants)	Norwich Mercury Company Limited	160 ordinary shares of £50 each
Archant Limited (Dormants)	Oyston Publications Limited	50 A ordinary shares of £1 each 50 B ordinary shares of £1 each 5 non-voting ordinary shares of £1 each
Archant Limited (Dormants)	P. Scrogie Limited	10,200 ordinary shares of £1 each
Archant Limited (Dormants)	Printel Limited	100 ordinary shares of £1 each
Archant Limited (Dormants)	Sussex Life Limited	100 ordinary shares of £1 each
Archant Limited (Dormants)	The Anglia Advertiser Limited	2 ordinary shares of £1 each
Archant Limited (Dormants)	The Yarmouth Mercury Limited	2,000 ordinary shares of £1 each
Archant Limited (Dormants)	W.B. Frampton & Sons Limited	15,000 ordinary shares of £1 each
Archant Lifestyle Plc	The Derbyshire Countryside Limited	4,449,999 ordinary (voting) shares of £1 each 250,000 non-voting ordinary shares of £1
Archant Lifestyle Plc and Archant Regional Limited	The Derbyshire Countryside Limited	1 ordinary (voting) share of £1
Archant Lifestyle Plc	Archant Life Limited	50,000 ordinary shares of £1 each

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Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged:

Short particulars

Archant Lifestyle Plc	Archant Dialogue Limited	2,000 ordinary shares of £1 each
Archant Lifestyle Plc	Archant Specialist Limited	8,000,000 ordinary shares of £1 each
Archant Lifestyle Plc	Home Counties Newspapers Holdings Plc	10,228,749 ordinary shares of £1 each
Archant Regional Limited	Home Counties Newspapers Holdings Plc	2,692 ordinary shares of 25p each
Archant Regional Limited	Archant Anglia (East) Limited	1,000 ordinary shares of £1 each
Archant Regional Limited	Archant Anglia (West) Limited	1,080 ordinary shares of £1 each
Archant Regional Limited	Archant Central Scotland Limited	100 ordinary shares of £1 each
Archant Regional Limited	Archant Devon Limited	100 ordinary shares of £1 each
Archant Regional Limited	Archant East London & Essex Limited	1,000 ordinary shares of £1 each
Archant Regional Limited	Archant Hertfordshire Limited	1,000 ordinary shares of £1 each
Archant Regional Limited	Archant Norfolk Limited	1,000 ordinary shares of £1 each
Archant Regional Limited	Archant North East Scotland Limited	100 ordinary shares of £1 each
Archant Regional Limited	Archant Suffolk Limited	100 ordinary shares of £1 each
Archant Regional Limited	Archant Somerset Limited	100 ordinary shares of £1 each
Archant Regional Limited	Archant North London Limited	100 ordinary shares of £1 each
Archant Regional Limited	Life Publishing Limited	100 ordinary shares of £1 each

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Archant Limited	Specialist	Archant Imaging Limited	1,370,100 ordinary shares of £1 each
Archant Limited	Specialist	Archant Leisure Limited	990,100 ordinary shares of £1 each
Archant Limited	Specialist	Archant Style Limited	2,010,100 ordinary shares of £1 each
Archant Limited	Specialist	Archant Travel Limited	670,100 ordinary shares of £1 each
Archant Limited	Specialist	Bulldog Magazines Limited	45,454 ordinary shares of £1 each
Archant Limited	Specialist	The British Connection, Inc	4 USD common shares
Archant Limited	Specialist	Romsey Publishing Group Limited	100 ordinary shares of £1 each
Romsey Publishing Group Limited	Publishing	Romsey Publishing Company Limited	100 ordinary shares of £1 each
Home Newspapers Plc	Counties Holdings	Community Media Limited	25,000 ordinary shares of £1 each
Home Newspapers Plc	Counties Holdings	Eastern Counties Newspapers Group Limited	80,000 ordinary shares of £1 each
Home Newspapers Plc	Counties Holdings	Home Counties Newspapers Limited	2 ordinary shares of £1 each
Archant Life Limited		Advent Media Limited	91,334 ordinary shares of £1 each
Archant Life Limited		Angel Magazines Limited	300,000 ordinary shares of £1 each
Archant Life Limited		Archant Community Magazines Limited	28,500,000 ordinary shares of £1 each
Archant Life Limited		Archant France Magazines Limited	4,860,001 ordinary shares of £1 each

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Archant Life Limited	The Resident Limited	1 ordinary share of £1
Archant Life Limited	Archant Urban Publications Limited	100,000 ordinary shares of £1 each
Archant Life Limited	Grove Magazine Ltd	1 ordinary share of £1
Archant Life Limited	French Property News Limited	2 ordinary shares of £1 each
Archant Life Limited	Rise Magazine Limited	100,000 ordinary shares of £1 each
Archant Life Limited	Seaprize Limited	2 ordinary shares of £1 each
Archant Life Limited	The Living Edge Magazine Limited	100 ordinary shares of £1 each
Archant Life Limited	Picture House Publishing Limited	100 ordinary shares of £1 each
Archant Life Limited	Weddinglink Limited	100 ordinary shares of £1 each 50 A ordinary shares of £1 each
Archant Life Limited	Westside Magazines Limited	1 ordinary share of £1
The Resident Limited	JIR Limited	100,000 ordinary share of £1 each
Archant Urban Publications Limited	Blackheath Newspapers Limited	100 ordinary shares of £1 each
Archant Urban Publications Limited	SOS Data Ltd	100 ordinary shares of £1 each

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7 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

N/A

8 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).

9 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 Lowri Gwyn

Company name Eversheds LLP

Address 1 Callaghan Square

Post town Cardiff

County/Region

Postcode C F 1 0 5 B T

Country

DX DX 33016 Cardiff

Telephone 0845 497 9797



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
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. 4126997
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 4 DECEMBER
2009 AND CREATED BY ARCHANT LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM EACH
COMPANY TO ARCHANT PENSION AND LIFE ASSURANCE
SCHEME TRUSTEE LIMITED (AS "SECURITY AGENT") 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 12 DECEMBER
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 DECEMBER
2009

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Companies House
• — for the record — •



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES