

# M

COMPANIES FORM No. 395

135627/13

## 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

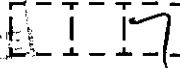
\*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



4823611

Name of company

\* ALL 3 MEDIA GROUP LIMITED (the "Charging Company")

Date of creation of the charge

28 February 2007

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

DEBENTURE (the "Deed")

Amount secured by the mortgage or charge

All present and future obligations and other liabilities of any nature of the Borrowers due, owing or incurred under the Interim Documents (or any of them) to the Lenders and/or any Receiver (including, without limitation, under any amendments, supplements or restatements of any of the Interim Documents however fundamental or in relation to any new or increased advances or utilisations), actual or contingent, matured or not matured, liquidated or unliquidated, whether incurred solely or jointly and/or severally or in any other capacity whatsoever and whether as principal or surety, in any currency or currencies, including all interest accruing thereon (calculated in accordance with Clause 2.4 (*Interest*) of the Deed), after as well as before judgement, and all costs, charges and expenses incurred in connection therewith, and "Secured Liability" shall be construed accordingly (the "Secured Liability");

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

THE ROYAL BANK OF SCOTLAND PLC of 5th floor, 135 Bishopsgate, London EC2M 3UR and THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND of 155 Bishopsgate, London EC2M 3YB ("Lenders")

Postcode

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

DLA Piper UK LLP

3 Noble Street

London

EC2V 7EE

Contact: Ewen Scott

89942.120339.13326268

Time critical reference

For official Use (02/06)  
Mortgage Section

Post room

SATURDAY



A30

\*AR43UNXM\*

17/03/2007

724

COMPANIES HOUSE

## 1. SECURITY

### 1.1 Creation of Charges

All Charges are:

- (a) made in favour of the Lenders;
- (b) made with full title guarantee; and
- (c) security for the payment of all Secured Liabilities.

All Charged Assets are excluded from the Charges created pursuant to Clauses 3.2 (*Property*) to 3.10 (*Other Charges*) of the Deed to the extent specifically assigned pursuant to Clause 3.11 (*Assignment by way of Security*) of the Deed.

continued on Addendum 4/4

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)

NIL

Signed DLA PIPER SC LLP

Date 16/3/2007

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

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

## Notes

† delete as  
appropriate

- 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

Name of company

\*insert full name  
of Company

\* ALL 3 MEDIA GROUP LIMITED (the "Charging Company")

## Addendum 1/4

1. Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

## Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

## NOTE.

## In this form:

**"Bank Balances"** means the amounts as at (28 February 2007) or subsequently standing to the credit of any account which each Charging Company has with any Account Banks (as defined in the Deed) (including interest) and the debts represented ;

**"Book Debts"** means all book and other debts and monetary claims as at (28 February 2007) or subsequently due or owing to each Charging Company, the proceeds of the same and the benefit of all Investments, Security and guarantees or other rights of any nature as at (**enter date**) or subsequently enjoyed or held by it in relation thereto (other than Bank Balances);

**"Borrowers"** means All3Media Finance Limited and All3Media Deutschland GmbH.

**"Charged Assets"** means the assets from time to time the subject of any Security created or purported to be created by or pursuant to the Deed and, where the context permits, the proceeds of sale of such assets;

**"Charges"** means any Security from time to time created by or pursuant to the Deed;

**"Charging Companies"** means the companies detailed in Schedule 1 to the Deed;

**"Declared Default"** means an Event of Default which is continuing and in respect of which notice has been given to the Borrower by the Lenders pursuant to clause 15.2 of the Interim Loan Agreement;

**"Delegate"** means a delegate or sub-delegate appointed, directly or indirectly, pursuant to Clause 9.3 (*Delegation*) of the Deed;

**"Event of Default"** means any event or circumstance specified as such in clauses 15.3 to 15.10 of the Interim Loan Agreement;

**"Intellectual Property"** means all patents, trademarks, service marks, all brand and business names, all copyrights (including any rights in computer software) and rights in the nature of copyright, all design rights, all registered designs, all logos, get-up, inventions (including any software), topography and similar rights, database rights, domain name rights, all trade secrets, know-how and all other intellectual property rights owned by each Charging Company throughout the world and any interests (including by way of licence) of each Charging Company in any of the foregoing (whether or not registered and including all applications for the same and any associated goodwill) and all rights under any agreements entered into by or for the benefit of each Charging Company relating to the use or exploitation of any such rights;

**"Interim Documents"** has the meaning given to that term in the Interim Loan Agreement;

**"Interim Loan Agreement"** means the interim loan agreement dated on or around the date of the Deed between All3Media Finance Limited and All3Media Deutschland GmbH as borrowers and The Royal Bank of Scotland plc and The Governor and Company of the Bank of Scotland (all terms as defined therein) as lenders;

**"Investment"** means any debenture, bond, share, stock, certificate of deposit or other security or investment as at (28 February 2007) or in the future owned at law or in equity by each Charging Company and all dividends, interest and other moneys paid or payable in respect thereof and all rights, moneys and assets related to or accruing or offered or arising thereon from time to time, whether by way of redemption, conversion, exercise of option rights, substitution, exchange, preference, bonus or otherwise;

**"Personal Chattels"** means plant, machinery, equipment, goods and other personal chattels (including all spare parts,

Name of company

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replacements, modifications and additions);

**"Property"** means freehold and leasehold property in England or Wales, and any reference to any charges over Property or any estate or interest therein includes a charge over:

(a) the benefit of any covenant for title given or entered into by any predecessor in title of a Charging Company in respect of that Property and any moneys paid or payable in respect of those covenants;

(b) all buildings and Fixtures on the Property; and

(c) the proceeds of sale of all or any part thereof,  
(the assets referred to in paragraphs (a), (b) and (c) above being **"Related Property Rights"**) (all terms as defined in the Deed unless herein defined);

**"Receiver"** means an administrative receiver, receiver and manager or other receiver appointed in respect of the Charged Assets by the Lenders pursuant to the Deed;

**"Relevant Documents"** means the documents specified in Schedule 8 (*Details of Relevant Documents*) to the Deed;

**"Scheduled Intellectual Property"** means the Intellectual Property described in Schedule 2 (*Details of the Scheduled Intellectual Property*) hereto;

**"Scheduled Investments"** means the Investments described in Schedule 3 (*Details of the Scheduled Investments*) hereto;

**"Scheduled Property"** means the Property described in Schedule 1 (*Details of the Scheduled Property*) hereto and all Related Property Rights; and

**"Security"** means any mortgage, charge, pledge or lien or other security securing any obligation of any person or any agreement or arrangement having the effect of creating security.

## SCHEDULE

### Schedule 1

#### Details of the Scheduled Property

None

### Schedule 2

#### Details of the Scheduled Intellectual Property

None

### Schedule 3

#### Details of the Scheduled Investments

Charging Company	Investment	Shareholding (Percentage)
All3Media Intermediate Limited	Shares in All3Media Finance Limited (company number: 5860159)	100%

Name of company

\*insert full name  
of Company

\* ALL 3 MEDIA GROUP LIMITED (the "Charging Company")

## Addendum 3/4

## 3. Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

## Addendum 4/4

## 4. Short particulars of all the property mortgaged or charged (continued)

## 1.2 Property

The Charging Company charged:

(a) by way of first legal mortgage, the Scheduled Property and all other Property in England or Wales as at (28 February 2007) belonging to it; and

(b) by way of first fixed charge, all estates or interests as at (28 February 2007) or subsequently belonging to it in, or in relation to, any Property (except that charged by paragraph (a) above).

## 1.3 Investments

The Charging Company charged:

(a) by way of first fixed charge the Scheduled Investments; and

(b) by way of first fixed charge all of its Investments subsequently belonging to it or held by any nominee on its behalf.

## 1.4 Book Debts

The Charging Company charged by way of first fixed charge, all rights which it may have as at (28 February 2007) or subsequently in respect of any Book Debts.

## 1.5 Intellectual Property

The Charging Company charged by way of first fixed charge all rights in respect of Intellectual Property as at (28 February 2007) or subsequently belonging to it including the Scheduled Intellectual Property.

## 1.6 Bank Balances

The Charging Company charged by way of first fixed charge all of its Bank Balances.

## 1.7 Insurance

The Charging Company charged by way of first fixed charge all benefits, rights and interest of such Charging Company under or in respect of any present or future contract or policy of insurance and any claim or return of premium or proceeds paid or payable in relation thereto (to the extent that the same are not otherwise subject to an effective fixed charge or assignment pursuant to Clause 3 of the Deed).

## 1.8 Plant and Machinery

The Charging Company charged by way of first fixed charge all Personal Chattels as at (28 February 2007) or subsequently belonging to it.

## 1.9 Contracts

Name of company

\*insert full name  
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The Charging Company charged by way of first fixed charge all its rights (including, without limitation, the right to receive any compensation) as at (28 February 2007) or subsequently of the Charging Company in respect of:

- (a) the Relevant Documents and any other agreement to which it is a party;
- (b) any warranty, bond, guarantee or letter of credit issued in its favour; and
- (c) any bill of exchange or any other negotiable instrument held by it,

(to the extent that the same are not otherwise subject to an effective fixed charge pursuant to Clauses 3.1 (*Creation of Charges*) to 3.7 (*Insurance*) inclusive or 3.10 (*Other Charges*) of the Deed or to an effective security assignment under Clause 3.11 (*Assignment by way of Security*) of the Deed).

#### 1.10 Other Charges

The Charging Company charged by way of first fixed charge:

- (a) all its uncalled capital;
- (b) all its goodwill; and
- (c) any authorisation, licence or consent in relation to any Charged Assets (including the right to receive compensation in respect thereof).

#### 1.11 Assignment by way of Security

(a) The Charging Company assigned absolutely (subject to the proviso for reassignment on redemption) to the Lenders all rights and interest present or future of the Charging Company in respect of the Relevant Documents together with the benefit of all its rights, claims and remedies in respect of those Charged Assets.

(b) Until the Charges become enforceable the Charging Company shall be entitled to exercise all its rights in the Relevant Documents, subject to the other provisions of the Deed.

#### 1.12 Floating Charge

(a) The Charging Company charged by way of first floating charge, its undertaking and all its assets both present and future not otherwise effectively mortgaged, charged or assigned by the Deed and the Charging Company confirms it is intended to be a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 of the Insolvency Act 1986.

(b) Save as provided in paragraph (c) below the Lenders may by notice to the Charging Company convert the floating charge created by the Charging Company pursuant to Clause 3 of the Deed into a fixed charge as regards such assets as may be specified (whether generally or specifically) in such notice if:

- (i) an Event of Default is continuing; or
- (ii) the Lenders have reasonable grounds for considering those assets to be in jeopardy (whether due to a risk of being seized or sold pursuant to any distress, attachment, execution, sequestration or other analogous legal process).

(c) Notwithstanding any other provision of the Deed (and without prejudice to the circumstances in which the floating charge created under Clause 3 of the Deed will crystallise under general law) but subject to paragraph (d) below:

- (i) if any person presents an application for a warrant of execution, writ of *feri facias*, garnishee order or charging order or otherwise levies any distress, execution, attachment, expropriation, sequestration or other legal process against any of the assets which are charged by way of the first floating charge of the Charging Company; or
- (ii) a petition is presented for the winding up or administration in relation to the Charging Company which is not discharged within 28 days (in the case of a winding up petition) or 21 days (in the case of a petition for an administration order); or

Name of company

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(iii) an Administrator or Receiver is appointed in respect of the Charging Company or the Lenders receive notice of an intention to appoint an Administrator pursuant to paragraphs 15 or 26 of Schedule B1 of the Insolvency Act 1986 in respect of any Charging Company,

then with immediate effect and without notice the floating charge shall automatically convert into a fixed charge as regards such Charged Assets of the relevant Charging Company secured by such floating charge.

(d) No floating charge created by Clause 3 of the Deed may be converted into a fixed charge or otherwise crystallise solely by reason of:

- (i) the obtaining of a moratorium by the Charging Company; or
- (ii) anything done with a view to obtaining a moratorium,

under section 1A and Schedule A1 to the Insolvency Act 2000.

(e) Any charge which has crystallised under paragraphs (b) or (c) above may be reconverted into a floating charge by notice given at any time by the Lenders to the Charging Company concerned in relation to the assets specified in such notice.

## 2. OTHER OBLIGATIONS

### 2.1 General Restrictions and Obligations:

Subject to Clause 5.3 (*Book Debts*) of the Deed, except with the consent of the Lenders, the Charging Company shall not:

- (i) create or permit to be outstanding any Security over any Charged Assets save as permitted by the Interim Loan Agreement; or
- (ii) unless required to do so by law, sell, transfer, assign, lease, hire out, grant, lend or otherwise dispose of any of the Charged Assets or the equity of redemption therein or permit any person to do any such thing except as permitted under the Interim Loan Agreement.

## 3. FURTHER ASSURANCE

### 3.1 Further Assurance – General

The Charging Company shall, at its own expense, promptly do all such acts and things as the Lenders may reasonably require for:

- (a) creating, registering, perfecting, maintaining or protecting the Charges or any of the Charged Assets; and
- (b) facilitating the realisation of any Charged Asset or the exercise of any right, power or discretion vested in the Lenders, any Receiver or any Delegate,

including, without limitation, the execution (including by sealing) of any transfer, assignment, mortgage, charge or Security or any document required to enable the Lenders or their nominees to obtain legal title to any Charged Assets in circumstances in which it is entitled to obtain such legal title under the Deed or the giving of any notice, order or direction.

## 4. POWER OF ATTORNEY

### 4.1 Appointment

The Charging Company by way of security irrevocably appoints the Lenders, every Receiver and every Delegate severally to be its attorney:

- (a) after a Declared Default to do all acts and things which the Charging Company is obliged to do under the Deed, including, without limitation, to fill in the name of the transferee and to date and complete any instrument of transfer in respect of any Investments which has been executed in blank by the Charging Company and, in the case of registered Investments, to procure the registration of the transferee as the holder of the relevant Investments;
- (b) after a Declared Default to transfer any interest in any Charged Assets in the circumstances in which such transfer may be

Name of company

\*insert full name  
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required under the Deed, including on an enforcement of the Charges over such Charged Assets;

(c) in its name and on its behalf to exercise any right conferred on the Lenders, any Receiver or any Delegate in relation to the Charged Assets or under the Deed; and

to register the existence of the Charges or the restrictions on dealing with the Charged Assets in any register in which the Charging Company is obliged (but has failed) to effect registration under the terms of the Deed and in any event within 15 Business Days of receipt of notice by the Lenders to comply with such request to effect such registration.

#### 4.2 Ratification

The Charging Company agreed to ratify and confirm whatever any such attorney shall do or purport to do in the exercise or purported exercise of the power of attorney granted by Clause 12.1 (*Appointment*) of the Deed. All moneys expended by any such attorney shall be deemed to be expenses incurred by the Lenders under the Deed.



FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04823611

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 28th FEBRUARY 2007 AND CREATED BY ALL 3 MEDIA GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE OF THE BORROWERS (OR ANY OF THEM) TO THE ROYAL BANK OF SCOTLAND PLC AND THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND AND/OR ANY RECEIVER 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 17th MARCH 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st MARCH 2007.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —