

# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

019629/13

# 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 "Company")

Date of creation of the charge

21 June 2005

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

SUPPLEMENTAL DEED (the "Deed") RELATING TO A DEED OF ASSIGNMENT OF KEYMAN LIFE POLICY ORIGINALLY DATED 29 AUGUST 2003

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Group Company to the Security Beneficiaries whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety and in whatever currency denominated including all liabilities from time to time assumed or incurred by any Security Beneficiary at the request of any Group Company in connection with foreign exchange transactions, acceptances, discounting or otherwise or under guarantees, bonds, indemnities, documentary or other credits or any instruments whatsoever and including interest, discount, commission and other lawful charges or reasonable expenses which a Security Beneficiary may in the course of its business charge in respect of any facilities or accommodation or service provided by any Security Beneficiary or for keeping any Group Company's account, provided that no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Deed (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985; (the "Secured Obligations")

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

THE ROYAL BANK OF SCOTLAND PLC of 9th floor, 290 Bishopsgate, London EC2M 4RB (the "Security Agent")

Postcode

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

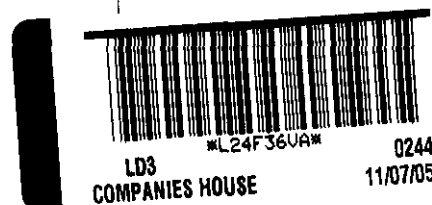
DLA Piper Rudnick Gray Cary UK LLP  
3 Noble Street  
London  
EC2V 7EE  
ETAU/ao/Banking

68860/120069/6907959

Time critical reference

For official Use (02/00)  
Mortgage Section

Post room



# 1. ASSIGNMENT

The Assignor assigned and agreed to assign by way of security with full title guarantee to the Security Agent the Policies and all monies including bonuses accrued or which may at any time after 21 June 2005 accrue which shall become payable under them and the benefit of all powers and remedies for enforcing the same absolutely as a continuing security to the Security Agent for the payment or discharge by the Assignor of the Secured Obligations subject only to the proviso for redemption contained in clause 4 of the Deed of Assignment of Keyman Life Policy.

continued on continuation sheet 1, page 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 Rudnick Gray Cary UK LLP Date 11 July 2005

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

- 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

† delete as appropriate

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

4823611

Name of Company

ALL 3 MEDIA GROUP LIMITED (the "Company")

~~XXXXX~~

\* delete if  
inappropriate

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

**NOTE.****In this form:**

**"Delegate"** means any delegate, agent, attorney or co-agent appointed by the Security Agent;

**"Facilities Agreement"** means a facilities agreement dated 31 July 2003 entered into between, amongst others, the Principal Borrower and The Royal Bank of Scotland plc, as amended by letters dated 16 October 2003 and 13 February 2004 and as acceded to by Tulip Holdings B.V. as Dutch Borrower and as acceded to by the Original Revolving Borrowers and the Original Production Borrowers (both as defined in the Facilities Agreement) on or around 29 August 2003, on or about 17 June 2004 and as amended and restated by a supplemental agreement dated on or around 17 June 2004 and as amended and restated by a supplemental agreement dated 12 October 2004 and as amended and restated on 21 June 2005;

**"Finance Party"** means the Facility Agent, the Arranger, the Security Agent, a Lender, the Guarantee Bank, a Hedge Counterparty or any Ancillary Lender; (each as defined in the Facilities Agreement)

**"Group"** means, at any time, the Parent and its Subsidiaries and Permitted Joint Ventures (each as defined in the Facilities Agreement) at such time (each a **"Group Company"**);

**"Policies"** means the policies of insurance particulars of which are set in the schedule hereto and each a **"Policy"**

**"Receiver"** means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property (as defined in the Facilities Agreement);

**"Security Beneficiary"** means each Finance Party from time to time party to the Facilities Agreement or any Receiver or Delegate (each a **"Security Beneficiary"**)

**SCHEDULE****Policy Details**

<i>Insurer</i>	<i>Policy No.</i>	<i>Life Assured</i>	<i>Sum Assured</i>	<i>Duration of Cover</i>
Skandia Life	CI1018050230	Julian Burns	£500,000	5 years
Skandia Life	CI1018050156	David Liddiment	£250,000	5 years
Skandia Life	CI1018050644	Stephen Morrison	£500,000	5 years

*Please complete  
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## 2. ASSIGNOR'S COVENANTS

The Assignor hereby covenants with the Security Agent that:

2.1 nothing shall be done, permitted or suffered by the Assignor and/or which the Assignor is reasonably able to prevent whereby the Security Agent, or any person claiming title through the Security Agent may be prevented from receiving the monies payable under them or any part thereof;

2.2 the Assignor has not borrowed and will not borrow any monies from the Insurer pursuant to the terms of the Policies;

## 3. FURTHER ASSURANCE

The Assignor undertakes from time to time and at all times, whether before or after the security constituted by the Deed shall have become enforceable, insofar as it is lawfully able so to do, and to the extent not inconsistent with the Deed, the Facilities Agreement and the terms of the Policies to execute and do all such assurances and things as the Security Agent may reasonably require for protecting, preserving or perfecting the security constituted by the Deed or otherwise for enforcing the same or exercising any of the powers, rights, authorities and discretions conferred on the Security Agent by the Deed and in particular, but without limitation, the Assignor shall execute all transfers, assignments, and assurances whatsoever and give all notices, orders, instructions and directions whatsoever which the Security Agent may reasonably think expedient.

## 4. POWER OF ATTORNEY

The Assignor irrevocably appointed the Security Agent and its agents its true and lawful attorney with full power (in the name of the Assignor) at any time after the occurrence of an Event of Default which is continuing unremedied and unwaived to ask for, require, demand, receive, compound and give acquittance for any and all monies and claims due under or arising out of the Policies and to endorse any cheques or other instruments or orders in connection with the Deed or therewith and to make any claims or to take any action or to institute any proceedings which the Security Agent may deem necessary or desirable in connection therewith provided always:

4.1.1 that the Security Agent and its agents shall not (save in the case of gross negligence or wilful default) be responsible to the Assignor for any loss thereby incurred; and

4.1.2 notwithstanding the terms of clause 7.1.1 of the Deed third parties shall not be bound to see or enquire whether the right of the Security Agent to exercise the powers conferred by the Deed has arisen.

4.2 The Assignor ratified and confirmed and agreed to ratify all acts of any such attorney as is mentioned in clause 7.1 in the exercise of all or any of the powers, authorities and discretions referred to therein.

7.3 The power of attorney granted is as regards the Security Agent and its delegates (and as the Assignor acknowledges) granted irrevocably and for value as part of the security constituted by the Deed to secure proprietary interests in and the performance of obligations owed to the respective donees within the meaning of the Powers of Attorney Act 1971.

Please complete  
legibly, preferably  
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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  
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bold block lettering*

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 SUPPLEMENTAL DEED RELATING TO A DEED OF ASSIGNMENT OF KEYMAN LIFE POLICY ORIGINALLY DATED 29 AUGUST 2003 DATED THE 21st JUNE 2005 AND CREATED BY ALL 3 MEDIA GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH GROUP COMPANY TO THE SECURITY BENEFICIARIES ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 11th JULY 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th JULY 2005.

*[Handwritten signature]*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES