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**MG01**

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

SATURDAY



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A12

22/01/2011

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COMPANIES HOUSE

**1 Company details**

Company number 2 1 4 7 4 3 2

Company name in full Campden Publishing Limited ("Chargor")

10 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 Date of creation of charge**

Date of creation 19 01 2011

**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 Please see attached

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

Faraway Investments Limited ("Chargee")

Address

Seventh Floor, Network House, Basing View,  
Basingstoke, Hampshire

Postcode

R G 2 1 4 H G

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

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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

Nil

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)

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**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

# MG01

## 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 **Alistair Hammerton**

Company name **Shoosmiths**

Address

Post town

County/Region

Postcode

B

3

3

S

H

Country

DX **DX701863** **Birmingham 6**

Telephone **03700 864000**



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

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>All present and future obligations and liabilities, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever, owed by the Chargor to the Chargee under or in connection with the Debenture, the Guarantee and the Loan Notes together with all costs, charges and expenses incurred by the Chargee in connection with the protection, preservation or enforcement of its respective rights under the Debenture, the Guarantee and the Loan Notes</p> <p>"First Loan Note Instrument" means the loan note instrument of the Parent dated the same date as the Debenture in relation to the First Loan Notes,</p> <p>"First Loan Notes" means the £2,023,656 subordinated secured variable rate investor loan notes constituted by the Loan Note Instrument,</p> <p>"Guarantee" means the guarantee dated the same date as the Debenture between (1) Chargor, (2) the Chargee, (3) ProVen VCT plc, and (4) ProVen Income &amp; Growth VCT plc,</p> <p>"IPI Loan Instrument" means the loan note instrument of the Parent to be entered into in relation to the IPI Loan Notes in connection with the acquisition of the Institute for Private Investors Inc in the agreed form;</p> <p>"IPI Loan Notes" means the subordinated secured convertible investor loan notes constituted by the IPI Loan Note Instrument,</p> <p>"Loan Notes" means the First Loan Notes and the IPI Loan Notes,</p> <p>"Loan Note Instrument" means the First Loan Note Instrument and the IPI Loan Note Instrument, and</p> <p>"Parent" means Campden Media Limited a company incorporated in England and Wales (company number 05616343) whose registered office is at 1 St Johns Square, London, EC1M 4PN.</p>	

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Particulars of a mortgage or charge

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

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

The Chargor with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 charges in favour of the Chargee as continuing security for the payment and discharge of the amount secured

3 1 1 by way of legal mortgage, the Real Property,

3 1 2 by way of fixed charge, any Real Property now or at any time after the date of the Debenture belonging to the Chargor (other than property charged under clause 3.1 1 above),

3 1.3 by way of fixed charge, all Plant and Machinery owned by it and its interest in any Plant and Machinery in its possession,

3 1 4 by way of fixed charge, all present and future Receivables, other than those validly and effectively assigned under clause 3 3,

3 1.5 by way of fixed charge, other than those validly and effectively assigned under clause 3.3,

a) all present and future Investments,

b) all Investment Derivative Rights,

c) where any Investment is held in a system for the deposit and settlement of transactions in investments, all rights against the operator of such system or any participant in respect of such Investment,

3 1 6 by way of fixed charge, all present and future Intellectual Property Rights;

3 1 7 by way of fixed charge all of its rights in respect of any amount standing to the creditor of the Account and the debt represented by that Account,

3 1 8 by way of fixed charge, the goodwill of the Chargor,

3 1 9 by way of fixed charge, the uncalled capital of the Chargor,

3 1 10 by way of fixed charge, all rights, interests and claims in the Material Contracts, other than those validly and effectively assigned under clause 3 3,

3 1 11 by way of fixed charge, the benefits of all licences, consents and authorisations held in connection with its business or the use of any Charged Property, and the right to any compensation in respect of any of them,

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

3 1 12by way of fixed charge, all rights, interests and claims in any pension fund now or in the future; and

3 1 13by way of floating charge, the whole of the Chargor's undertaking rights and assets, present and future other than any assets validly and effectively mortgaged, charged or assigned by way of security (whether at law or in equity) by the Debenture (the "Floating Charge Property")

3 2 Paragraph 14 of Schedule B1 of the Insolvency Act 1986 shall apply to any floating charge created by the Debenture and the floating charge created under the Debenture is a "qualifying floating charge" for these purposes

3 3 The Chargor with full title guarantee assigns to the Chargee as continuing security for the payment and discharge of the amount secured all of its rights, title, interest and benefit from time to time in and to the

3 3 1 Material Contracts,

3 3 2 Investments, and

3 3 3 Receivables

5.1 The Chargor shall not create or permit to subsist any Security Interest over any of the Charged Property, other than a Permitted Security Interest or as permitted under the Loan Notes

For these purposes the following definitions apply:

"Account" means (a) the bank account or accounts which the Chargee designates in writing as the account into which moneys paid on or derived from the Investments and (b) all Related Rights,

"Charged Property" all the assets of the Chargor which from time to time are the subject of the security created or expressed to be created in favour of the Chargee by or pursuant to the Debenture,

"Intellectual Property Rights" means (a) all present and future patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered (b) the benefit of all applications and rights to use such assets and (c) all Related Rights,



**6 Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

"Investment Derivative Rights" means all dividends, interest or distributions and all other rights and benefits of an income nature accruing at any time in respect of any Investment,

"Investments" means (a) any stocks, shares, debentures, bonds, warrants or other securities, whether held directly by or to the order of the Chargor or by any trustee, fiduciary or clearance system on its behalf (including any specified under the heading "Shares" in Schedule 1) and (b) all Related Rights (including all rights against any trustee, fiduciary or clearance system);

"Loan Notes" means the First Loan Notes and the IPI Loan Notes

"Material Contracts" means (a) the agreements (if any) listed under the heading "Material Contracts" in Schedule 1 (b) any other contract entered into by the Chargor that the Chargor and the Chargee together identify in writing as a Material Contract and (c) all Related Rights,

"Permitted Security Interest" means (a) the Prior Ranking Security, (b) this Security, (c) the ProVen Charge, (d) any lien arising by operation of law, (e) any netting or set-off arrangement in the ordinary course of the Chargor's banking arrangements for the purpose of netting debit and credit balances, (f) any Security Interest arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to the Chargor in the ordinary course of trading and on the supplier's standard or usual terms, and (g) any Security Interest granted by the Chargor with the prior consent of the Chargee;

"Plant and Machinery" means all equipment, machinery, plant, computers, office equipment, vehicles and all other assets of a similar nature which are now, or at any time after the date of the Debenture become, the property of the Chargor,

"Real Property" means (a) any freehold, leasehold or other immovable property (including the property (if any) specified in Schedule 1) (b) any buildings, fixtures or fittings from time to time situated on or forming part of such property (including any trade textures and fittings) and (c) all Related Rights,

"Receivables" means (a) all present and future book and other debts and monetary claims owing to a Chargor and (b) all Related Rights,

"Related Rights" means in relation to any asset, (a) the proceeds of sale of any part of that asset (b) all rights under any licence,

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

agreement for sale or agreement for lease in respect of that asset  
(c) all rights, benefits, claims, contracts, warranties, remedies,  
security, indemnities or covenants for title in respect of that  
asset and (d) any income, moneys and proceeds paid or payable in  
respect of that asset,

"Security Interest" means any mortgage, charge, pledge, lien, assignment  
or other security interest or any other agreement, trust or  
preferential agreement having a similar effect to the foregoing

Schedule 1

Part A - Real Property - Registered Land

Part B - Real Property - Unregistered Land

Part C - Shares

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## Particulars of a mortgage or charge

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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



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

COMPANY NO. 2147432  
CHARGE NO. 10

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 19 JANUARY  
2011 AND CREATED BY CAMPDEN PUBLISHING LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO FARAWAY INVESTMENTS LIMITED 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 22 JANUARY  
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 JANUARY  
2011

DX



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES