

MG01

Particulars of a mortgage or charge



001298/13

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

FF WEDNESDAY



A5HM9V0M

A14 15/06/2011 69

COMPANIES HOUSE

A6WHTUVB

A07 10/06/2011 325

COMPANIES HOUSE

1 Company details

Company number 0 2 5 7 8 1 6 1

Company name in full LIGHTCATCH LIMITED ("Company")

For official use

→ **Filing 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 d3 m0 m6 y2 y0 y1 y1

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 dated 3 June 2011 between (1) the Company and (2) The Royal
Bank of Scotland plc ("Security Agent") ("Debenture")

4 Amount secured

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

Amount secured All the Liabilities and all other present and
future obligations at any time due, owing or
incurred by any member of the Group (present or
future) and by each Debtor to any Secured Party
under the Finance Documents both actual and
contingent and whether incurred solely or jointly
and as principal or surety or in any other capacity
("Secured Obligations")

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	The Royal Bank of Scotland plc (" Security Agent ")							
Address	15 Bishopgate							
	London							
Postcode	E	C	2	P		2	A	P
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	<p>3. Grant of security</p> <p>3 1 Nature of security</p> <p>All Security and dispositions created or made by or pursuant to the Debenture were created or made</p> <p>(a) in favour of the Security Agent;</p> <p>(b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and</p> <p>(c) as continuing security for payment of the Secured Obligations.</p> <p>3 2 Qualifying floating charge</p> <p>Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Debenture (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).</p> <p>4. Fixed security</p> <p>4.1 Fixed charges</p> <p>Each Chargor charged and agreed to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest</p> <p>. continued on separate continuation sheets</p>
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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

None

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 870).

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 866). 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 DLA PIPER UK LLP

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 Alan Lumley (77601/120260)

Company name DLA Piper UK LLP

Address 101 Barbirolli Square

Manchester

Post town

County/Region

Postcode

M 2 3 D L

Country

DX DX 14304 MANCHESTER

Telephone 08700 111 111



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 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

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (a) by way of first legal mortgage the Real Property (if any) specified in
 - (1) part 1 of schedule 2 (*Details of Security Assets*) to the Debenture (as set out below); and
 - (11) part 1 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) to any Accession Deed;
- (b) by way of first fixed charge
 - (1) the Real Property (if any) specified in: (1) part 1 of schedule 2 (*Details of Security Assets*) to the Debenture, and (11) part 1 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) to any Accession Deed (but only to the extent that such Real Property is not otherwise charged by clause 4 1(a));
 - (11) in connection with the Real Property (if any) specified in (1) part 1 of schedule 2 (*Details of Security Assets*) to the Debenture; and (11) part 1 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) to any Accession Deed, all licences to enter upon or use land and the benefit of all other agreements relating to land; and
 - (111) the proceeds of sale of all Real Property (if any) specified in: (1) part 1 of schedule 2 (*Details of Security Assets*) to the Debenture; and (11) part 1 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) to any Accession Deed,
- (c) by way of first fixed charge all plant and machinery (not charged by clause 4 1(a) or 4 1(b)) and the benefit of all contracts, licences and warranties relating to the same,
- (d) by way of first fixed charge:
 - (1) all computers, vehicles, office equipment and other equipment (not charged by clause 4 1(c) of the Debenture), and
 - (11) the benefit of all contracts, licences and warranties relating to the same,

other than any which are for the time being part of any Chargor's stock-in-trade or work-in-progress),
- (e) by way of first fixed charge
 - (1) the Charged Securities referred to in part 2 of schedule 2 (*Details of Security Assets*) to the Debenture; and
 - (11) all other Charged Securities (not charged by clause 4 1 (e) (1)),

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in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which such Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,

(f) by way of first fixed charge

(1) the Cash Collateral Accounts and all monies at any time standing to the credit of the Cash Collateral Accounts;

(11) the Collection Accounts and all monies at any time standing to the credit of the Collection Accounts, and

(111) all accounts of such Chargor, other than the Pensions Escrow Accounts with any bank, financial institution or other person at any time (not charged by clauses 4 1(f) (1) or 4 1(f)(11) of the Debenture) and all monies at any time standing to the credit of such accounts,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;

(g) by way of first fixed charge:

(1) the Intellectual Property (if any) specified in part 4 of schedule 2 (Details of Security Assets) to the Debenture, and

(11) all other Intellectual Property (if any) (not charged by clause 4 1(g)(1) of the Debenture),

(h) to the extent that any Assigned Asset is not effectively assigned under clause 4 2 (Security assignments) of the Debenture, by way of first fixed charge such Assigned Asset,

(1) by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture).

(1) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of such Chargor or the use of any of its assets, and

(11) any letter of credit issued in favour of such Chargor and all bills of exchange and other negotiable instruments held by it, and

(j) by way of first fixed charge all of the goodwill and uncalled capital of such Chargor

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>4 2 Security assignments</p> <p>Each Chargor assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to</p> <ul style="list-style-type: none"> (a) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them; (b) each of the following <ul style="list-style-type: none"> (1) all Insurances specified in part 6 of schedule 2 (<i>Details of Security Assets</i>) to the Debenture, and (11) all other Insurances (not assigned by clause 4.2(b)(1) of the Debenture), <p>and all claims under the Insurances and all proceeds of the Insurances, and</p> (c) all other Receivables (not assigned under clauses 4.2(a) or 4 2(b) of the Debenture) <p>To the extent that any Assigned Asset described in clause 4.2(b) of the Debenture is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of such Chargor to any proceeds of such Insurances</p> <p>5 Floating charge</p> <p>Each Chargor charged and agreed to charge by way of first floating charge all of its present and future</p> <ul style="list-style-type: none"> (a) assets and undertaking (wherever located) not otherwise effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 4 1 (<i>Fixed charges</i>), clause 4.2 (<i>Security assignments</i>) or any other provision of the Debenture; and (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland <p>6. Conversion of floating charge</p> <p>6 1 Conversion by notice</p> <p>The Security Agent may, by written notice to a Chargor, convert the floating charge created under the Debenture into a fixed charge as regards all or any of the assets of such Chargor specified in the notice if</p> <ul style="list-style-type: none"> (a) an Event of Default (as defined in the Senior Facilities Agreement) has occurred and is continuing, or

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Short particulars	<p>(b) the Security Agent considers any Security Assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy</p> <p>6 2 Small companies</p> <p>The floating charge created under the Debenture by any Chargor shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of such Chargor</p> <p>6.3 Automatic conversion</p> <p>The floating charge created under the Debenture shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge</p> <p>(a) in relation to any Security Asset which is subject to a floating charge if:</p> <p>(1) such Chargor creates (or attempts or purports to create) any Security (other than a Permitted Security) on or over the relevant Security Asset without the prior written consent of the Security Agent, or</p> <p>(11) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset; and</p> <p>(b) over all Security Assets of a Chargor which are subject to a floating charge if an administrator is appointed in respect of such Chargor or the Security Agent receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986)</p> <p>6 4 Partial conversion</p> <p>The giving of a notice by the Security Agent pursuant to clause 6 1 (Conversion by notice) in relation to any class of assets of any Chargor shall not be construed as a waiver or abandonment of the rights of the Security Agent to serve similar notices in respect of any other class of assets or of any other right of the Security Agent and/or the other Secured Parties</p> <p>7. Continuing security</p> <p>7 1 Continuing security</p> <p>The Debenture Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part The Debenture shall remain in full force and effect as a continuing security for the duration of the Security Period</p>

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Short particulars		

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Short particulars	9. Accounts	<p>Except as permitted under the Senior Facilities Agreement, no monies at any time standing to the credit of any account (of any type and however designated) of any Chargor with the Security Agent and/or any other Secured Party (or any of them) or in which any Chargor has an interest (and no rights and benefits relating thereto) shall be capable of being assigned to any person other than a Secured Party</p>
	10. Undertakings by the Chargors	
	10 1 Negative pledge and Disposals	
		<p>No Chargor shall do or agree to do any of the following without the prior written consent of the Security Agent</p> <ul style="list-style-type: none"> (a) create or permit to subsist any Security or Quasi-Security (as such term is defined in the Senior Facilities Agreement) on any Security Asset other than as created by the Debenture and except for a Permitted Security as permitted by the Senior Facilities Agreement, or (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Security Asset (except for a Permitted Disposal or a Permitted Transaction as permitted by the Senior Facilities Agreement)

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17 Set-off

17 1 Set-off rights

- (a) The Security Agent and each other Secured Party may (but shall not be obliged to) set off any obligation which is due and payable by any Chargor and unpaid (whether under the Finance Documents (as defined in the Senior Facilities Agreement) or which has been assigned to the Security Agent or such other Secured Party by any other Chargor) against any obligation (whether or not matured) owed by the Security Agent or such other Secured Party to such Chargor, regardless of the place of payment, booking branch or currency of either obligation
- (b) At any time after the Debenture Security has become enforceable (and in addition to its rights under clause 17.1 (a)), the Security Agent and each other Secured Party may (but shall not be obliged to) set-off any contingent liability owed by a Chargor under any Finance Document against any obligation (whether or not matured) owed by the Security Agent or such other Secured Party to such Chargor, regardless of the place of payment, booking branch or currency of either obligation
- (c) If either obligation is unliquidated or unascertained, the Security Agent or such other Secured Party may set off in an amount estimated by it in good faith to be the amount of that obligation

17 2 Time deposits

Without prejudice to clause 17 1 (Set-off), if any time deposit matures on any account which any Chargor has with the Security Agent or any other Secured Party at a time within the Security Period when:

- (a) the Debenture Security has become enforceable; and
- (b) no Secured Obligation is due and payable,

such time deposit shall automatically be renewed for such further maturity as the Security Agent or such other Secured Party in its absolute discretion considers appropriate unless the Security Agent or such other Secured Party otherwise agrees in writing.

19. Further assurances

19 1 Further action

Subject to the Agreed Security Principles (as defined in the Senior Facilities Agreement), each Chargor shall (and the Company shall procure that each Chargor shall) at its own expense, immediately do all acts and execute all documents as the Security Agent or a Receiver may reasonably specify (and in such form as the Security Agent or a Receiver may reasonably require) for

- (a) creating, perfecting or protecting the Security intended to be created by the Debenture or any other Transaction Security Document (as defined in the Senior Facilities Agreement),

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- (b) facilitating the realisation of any Security Asset,
 - (c) facilitating the exercise of any rights, powers and remedies exercisable by the Security Agent, any other Secured Party or any Receiver or any Delegate in respect of any Security Asset or provided by or pursuant to the Finance Documents (as defined in the Senior Facilities Agreement) or by law, or
 - (d) creating and perfecting Security in favour of the Security Agent or the Secured Parties over any property and assets of such Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to the Debenture or any other Transaction Security Document.
- This includes.
- (1) the re-execution of the Debenture or such Transaction Security Document (as defined in the Senior Facilities Agreement),
 - (11) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Security Agent or to its nominee, and
 - (111) the giving of any notice, order or direction and the making of any filing or registration,
- which, in any such case, the Security Agent may think expedient

20 Power of attorney

Each Chargor, by way of security, irrevocably and severally appointed the Security Agent, each Receiver and any Delegate to be its attorney to take any action which such Chargor is obliged to take under the Debenture, including under clause 19 (*Further assurances*) or which such Chargor has failed to take. Each Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause

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SCHEDULE 2 TO THE DEBENTURE DETAILS OF SECURITY ASSETS

Part 1. Real Property

None as at the date of the Debenture.

Part 2: Charged Securities

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Lightcatch Limited	Done Brothers (Cash Betting) Limited	Ordinary	75,000	75,000

Part 4 Intellectual Property

None as at the date of the Debenture

Part 5: Material Contracts

Chargor	Date of Relevant Contract	Parties	Details of Relevant Contract
Lightcatch Limited	On or around the date of the Debenture	(1) The Secretary of State for Culture, Olympics, Media and Sport (2) Lightcatch Limited	Acquisition Agreement

Part 6: Insurances

None as at the date of the Debenture.

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Short particulars	<p style="text-align: center;">Definitions used in this Form</p> <p>"Accession Deed" means a deed of accession to the Debenture substantially in the form set out in Schedule 7 (<i>Form of Accession Deed</i>) to the Debenture;</p> <p>"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 4 2 (<i>Security assignments</i>) of the Debenture;</p> <p>"Authorisations" has the meaning given to that term in the Senior Facilities Agreement,</p> <p>"Borrower" has the meaning given to that term in the Senior Facilities Agreement,</p> <p>"Cash Collateral Accounts" means each</p> <p>(a) Mandatory Prepayment Account, and</p> <p>(b) each Holding Account,</p> <p>(each as defined in the Senior Facilities Agreement),</p> <p>"Charged Securities" means</p> <p>(a) the securities specified in part 2 of schedule 2 (<i>Details of Security Assets</i>) to the Debenture, and</p> <p>(b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Debenture) now or in future owned (legally or beneficially) by a Chargor or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which such Chargor has an interest at any time,</p> <p>"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities,</p> <p>"Chargors" means:</p> <p>(a) the Company, and</p> <p>(b) any other company which accedes to the Debenture pursuant to an Accession Deed,</p> <p>"Collection Account" has the meaning given to that term in clause 10 7(a) (iii) of the Debenture,</p> <p>"Debenture Security" means the Security created or evidenced by or pursuant to the Debenture or any Accession Deed,</p> <p>"Debtor" has the meaning given to that term in the Intercreditor Agreement,</p>	

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"Delegate" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Agent or by a Receiver,

"Finance Document" has the meaning given to that term in the Senior Facilities Agreement,

"Group" means the Company and its Subsidiaries for the time being (as defined in the Senior Facilities Agreement) (including, from the Closing Date (as defined in the Senior Facilities Agreement) onwards, the Target Group (as defined in the Senior Facilities Agreement)),

"Insurances" means all policies of insurance (and all cover notes) which are at any time held by or written in favour of a Chargor, or in which a Chargor from time to time has an interest (including, without limitation the policies of insurance (if any) specified in part 6 of schedule 2 (Details of Security Assets)) to the Debenture,

"Intellectual Property" means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of each Chargor in, or relating to

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered,
- (b) the benefit of all applications and rights to use such assets of each Chargor (which may now or in the future subsist), and
- (c) (including, without limitation, the intellectual property rights (if any) specified in part 4 of schedule 2 (Details of Security Assets) to the Debenture),

"Intercreditor Agreement" means the intercreditor agreement dated the same date as the Debenture and made between, among others, the Company, the Debtors (as defined in the Intercreditor Agreement), The Royal Bank of Scotland plc as security agent, The Royal Bank of Scotland plc as senior agent, the Lenders (as senior lenders), the Arrangers (as senior arrangers), the Ancillary Lenders (as senior lenders), the Hedge Counterparties (each as defined in the Intercreditor Agreement) and the Intra-Group Lenders (as defined in the Intercreditor Agreement)

"Liabilities" has the same meaning given to that term in the Intercreditor Agreement

"Pensions Escrow Accounts" means the two escrow accounts to be opened by the Target (as defined in the Senior Facilities Agreement) for the purpose of, and in accordance with, the Pensions Funding Deed,

"Pensions Funding Deed" means the funding deed entered into between the Company and the Pension Trustees on or about the date of the Debenture,

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"Real Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to any Chargor, or in which any Chargor has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of schedule 2 (*Details of Security Assets*) to the Debenture and in part 1 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) to any Accession Deed), together with:

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon,
- (b) all easements, rights and agreements in respect thereof, and
- (c) the benefit of all covenants given in respect thereof;

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Assets appointed by the Security Agent under the Debenture;

"Receivables" means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with

- (a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and
- (b) all proceeds of any of the foregoing,

"Related Rights" means, in relation to any Charged Security:

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition, and
- (b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>"Relevant Contract" means</p> <ul style="list-style-type: none"> (a) each Acquisition Document (as defined in the Senior Facilities Agreement), (b) each Hedging Agreement (as defined in the Senior Facilities Agreement), and (c) each agreement specified in part 5 of schedule 2 (<i>Details of Security Assets</i>) or specified in any Accession Deed as a "Material Contract", <p>together with each other agreement supplementing or amending or novating or replacing the same,</p> <p>"Secured Party" has the same meaning given to that term in the Intercreditor Agreement,</p> <p>"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;</p> <p>"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Debenture; and</p> <p>"Security Period" means the period beginning on the date of this Deed and ending on the date on which</p> <ul style="list-style-type: none"> (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and (b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents, and <p>"Senior Facilities Agreement" means the sterling facilities agreement dated the same date as the Debenture and made between (1) Lightcatch Limited as Company, original borrower and original guarantor, (2) Barclays Corporate, Clydesdale Bank PLC trading as Yorkshire Bank, The Co-operative Bank p l.c , The Royal Bank of Scotland plc and Santander UK plc (each a mandated lead arranger and bookrunner, acting individually or together as Arranger), (3) the financial institutions listed in part 2 of schedule 1 to the Debenture as original lenders (4) the financial institutions listed in part 3 of schedule 1 to the Debenture as original hedge counterparties, (5) The Royal Bank of Scotland plc as agent and (6) The Royal Bank of Scotland plc as security agent pursuant to which the Lenders agreed to make certain facilities available to the Borrowers</p>



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 2578161
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 3 JUNE 2011
AND CREATED BY LIGHTCATCH LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM ANY MEMBER OF
THE GROUP (PRESENT OR FUTURE) AND BY EACH DEBTOR TO
ANY SECURED PARTY 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 15 JUNE 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 JUNE 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES