

# 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

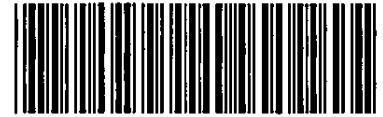
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland



#### 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

TUESDAY



\*AD8X6L2L\*

A29

22/06/2010

204

COMPANIES HOUSE

1

### Company details

Company number ☒ 0 2 8 5 6 6 0 4

Company name in full Avalon Television Limited (the "Owner")

1 4

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 ☒ d1 d7 m0 m6 y2 y0 y1 y0

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 made between the Owner (1) and the Bank (2) (the "Debenture")

4

### Amount secured

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

Amount secured

All the Owner's liabilities to the Bank (present, future, actual or  
contingent and whether incurred alone or jointly with another) and  
include

1 1 Interest at the rate charged by the Bank, calculated both before  
and after demand or judgment on a daily basis and compounded  
according to agreement, or, in the absence of agreement, monthly  
on the days selected by the Bank

1 2 any expenses the Bank or a receiver incurs (on a full indemnity  
basis and with interest from the date of payment) in connection  
with

1 2 1 the Property charged by Clause 2 of the Debenture

1 2 2 taking, perfecting, protecting, enforcing or exercising any  
power under the Debenture

(the "Owner's Obligations")

#### Continuation page

Please use a continuation page if  
you need to enter more details

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## Particulars of a mortgage or charge

### 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	
Name	The Royal Bank of Scotland plc
Address	8th and 9th Floors, 280 Bishopsgate, London (the "Bank")
Postcode	E C 2 M 4 R B
Name	
Address	
Postcode	

**Continuation page**  
Please use a continuation page if you need to enter more details

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

Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>1 Charge</b></p> <p>The Owner, as a continuing security for its Obligations and with full title guarantee, gives to the Bank</p> <p>1 1 a fixed charge over the following property of the Owner, owned now or in the future</p> <p>1 1 1 all Land vested in or charged to the Owner, all fixtures and fittings attached to that Land and all rents receivable from any lease granted out of that Land</p> <p>1 1 2 all plant and machinery, including any associated warranties and maintenance contracts</p> <p>1 1 3 all the goodwill of the Owner's business</p> <p>1 1 4 any uncalled capital</p> <p>1 1 5 all stock, shares and other securities held by the Owner at any time in any Subsidiary and all income and rights relating to those stocks, shares and securities</p> <p>A <b>Subsidiary</b> is an entity controlled, directly or indirectly, by the Owner or by a Subsidiary of the Owner "Control" means the ability to appoint or remove directors or exercise the majority of voting rights, alone or with the agreement of others</p> <p>1 1 6 all intellectual property, licences, claims, insurance policies, proceeds of any insurance and any other legal rights</p> <p>1 1 7 the benefit of any hedging arrangements, futures transactions or treasury instruments</p> <p>1 2 a floating charge over all the other property, assets and rights of the Owner owned now or in the future which are not subject to an effective fixed charge under this deed or under any other security held by the Bank</p> <p><b>2 Restrictions</b></p> <p>The Owner will not, without the Bank's consent</p> <p>2 1 permit or create any mortgage, standard security, charge or lien on the Property</p> <p>2 2 dispose of the Property charged by Clause 2 1 of the Debenture</p> <p>2 3 dispose of the Property charged by Clause 2 2 of the Debenture, other than in the ordinary course of business</p> <p>2 4 call on, or accept payment of, any uncalled capital</p>

**Continuation page**  
Please use a continuation page if you need to enter more details

# MG01 - continuation page

## 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

- 2 5 deal with its book and other debts, except by collecting them in the ordinary course of its business In particular, the Owner will not realise its book and other debts by means of invoice discounting or factoring arrangements
- 2 6 grant, or accept a surrender of, any lease or licence of any of its Land or consent to a tenant assigning or sub-letting
- 2 7 dispose of, part with or share possession or occupation of any of its Land
- Permitted Security** shall have the meaning ascribed to such term in the Facility Agreements
- The **Facility Agreements** are
- (1) the term loan agreement dated on or about the date of this debenture between (1) Avalon Entertainment Limited and (2) The Royal Bank of Scotland plc, and
  - (2) the revolving advance facility agreement dated on or about the date of this debenture between (1) Avalon Entertainment Limited and (2) The Royal Bank of Scotland plc,
- as such agreements are amended, novated, supplemented, extended, restated or replaced from time to time

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## Particulars of a mortgage or charge

### 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

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).

### 9 Signature

Please sign the form here

Signature

Signature

X *Taylor Weaving Corp* X

This form must be signed by a person with an interest in the registration of the charge

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## 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 UAKG/UCYK

Company name Taylor Wessing LLP

Address 5 New Street Square

Post town London

County/Region

Postcode E C 4 A 3 T W

Country

DX 41 London London - Chancery Lane

Telephone +44 (0)207 300 7000



### 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 [enquiries@companieshouse.gov.uk](mailto: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](http://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. 2856604  
CHARGE NO. 14

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 17 JUNE 2010  
AND CREATED BY AVALON TELEVISION LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO THE ROYAL BANK OF SCOTLAND PLC ON ANY  
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO  
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 22  
JUNE 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 JUNE 2010

DX



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES