

# M

CHWP000

COMPANIES FORM No. 403a

## Declaration of satisfaction in full or in part of mortgage or charge

# 403a

Please do not  
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Pursuant to section 403(1) of the Companies Act 1985

Please complete  
legibly, preferably  
in black type, or  
bold block letteringTo the Registrar of Companies  
(Address overleaf)

For official use

Company number

2	
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03872696

Name of company

\* insert full name  
of company

\* SuperVision Management Group Limited

† delete as  
appropriate

I, Philip Murphy

of Zeppelin Building, Farringdon Road, London EC1M 3JB

# insert a description  
of the instrument(s)  
creating or  
evidencing the  
charge, eg  
'Mortgage',  
'Charge',  
'Debenture' etc[a director][the secretary][the administrator][the administrative receiver]† of the above company, do  
solemnly and sincerely declare that the debt for which the charge described below was given has been  
paid or satisfied in [full] ~~[part]~~ part

Date and description of charge # 4/10/02 Guarantee and Debenture

Date of registration ø 10th October 2002

Name and address of [chargee][trustee for the debenture holders]† Barclays Bank Plc

ø the date of  
registration may be  
confirmed from the  
certificate

Short particulars of property charged § As detailed in the attached schedule

§ insert brief details  
of propertyAnd I make this solemn declaration conscientiously believing the same to be true and by virtue of the  
provisions of the Statutory Declarations Act 1835.Declared at ZEPPELIN BUILDING, 59-61  
FARRINGTON ROAD, LONDON EC1M 3JB

Declarant to sign below

Day Month Year

on 13 10 2006

before me MATTHEW J. PUHAR MIN  
A Commissioner for Oaths or Notary Public or Justice of  
the Peace or a Solicitor having the powers conferred on a  
Commissioner for Oaths.Presentor's name address and  
reference (if any) :Philip Murphy, Director &  
Company Secretary, MAMA  
Group Plc, Zeppelin Building,  
London EC1M 3JBFor official Use (02/00)  
Mortgage SectionA21 \*AERKIJXX\* 147  
COMPANIES HOUSE 24/10/2006A15 \*ANUNZJNA\* 150  
COMPANIES HOUSE 14/10/2006



## Particulars of a charge continued

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Company number

03872696

Name of company

SUPERVISION MANAGEMENT GROUP LIMITED

Schedule to ~~Form 395 for Debenture~~  
Part I

## List of the Companies

ANIMAL NOISE LIMITED  
FLY ENTERPRISES LIMITED  
POWER PROMOTION LIMITED  
SUPERVISION MANAGEMENT LIMITED  
STEPHEN BUDD MANAGEMENT LIMITED

CHANNELFLY PLC "The Agent"

Part II  
Definitions

In this form 395:

'Agent' means the company shown as Agent in Part I of this Schedule and includes any successor appointed under clause 18.1 of the Debenture;

'Assets' means all the Chargor's undertaking, property, assets, rights and revenues, whatever and wherever in the world, present and future, and includes each or any of them;

'Bank' means Barclays Bank PLC and any transferee or successor whether immediate or derivative;

'Companies' means the companies listed in Part I of this Schedule and includes any company which accedes as a party to the Debenture under clause 19 of the Debenture (with effect from the time of its accession);

'Floating Charge Assets' means those of the Assets that are for the time being comprised in the floating charge created by clause 3.1.3 of the Debenture but only insofar as concerns that floating charge;

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LIMITED

**'Indebtedness'** includes any obligation for the payment or repayment by the Companies to the Bank of money in any currency, whether present or future, actual or contingent, joint or several, whether incurred as principal or surety or in any way whatever, whether or not the Bank was a party to the original transaction, and including principal, interest, commission, fees and other charges;

**'Intellectual Property'** means all patents (including supplementary protection certificates), utility models, trade marks (including service marks), domain names and rights in passing off, copyrights and rights in the nature of copyright, database rights, unregistered rights in designs, registered design rights and all other intellectual property rights and all extensions and renewals of and all applications for these rights in any part of the world;

**'Intellectual Property Rights'** means all and any of the Chargor's Intellectual Property and of the other rights, causes of action, interests and assets comprised in clause 3.1.2(i) of the Debenture;

**'Land'** includes freehold and leasehold land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures);

**'now'** means on the date of the Debenture and **'present'** and **'future'** shall be construed accordingly;

**'Receivables'** means all sums of money receivable by the Chargor now or in the future consisting of or payable under or derived from any Assets referred to in clause 3.1.2 of the Debenture;

**'Securities'** means all stocks, shares, debentures, debenture stock, loan stock, bonds and securities issued by any company or person (other than the Chargor) and all other investments (whether or not marketable) now or in the future owned by the Chargor (whether at law or in equity), including all interests in investment funds and all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise.

## Part III

## Particulars of Property Mortgaged or Charged

By clause 3.1 of the Debenture the Chargor charged to the Bank with full title guarantee with the payment or discharge of all Indebtedness:

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## Particulars of a charge continued

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SUPERVISION MANAGEMENT GROUP LIMITED

1. by way of legal mortgage, all freehold and leasehold Land in England and Wales now vested in the Chargor and not registered at H.M. Land Registry;
2. by way of fixed charge:
  - (a) all freehold and leasehold Land in England and Wales now vested in the Chargor and registered at H.M. Land Registry;
  - (b) all other Land which is now, or in the future becomes, the Chargor's property;
  - (c) all interests and rights in or relating to Land or the proceeds of sale of Land now or in the future belonging to the Chargor;
  - (d) all plant and machinery now or in the future attached to any Land and all rights and interests the Chargor has under all present and future agreements relating to this plant and machinery;
  - (e) all rental and other income and all debts and claims which are due or owing to the Chargor now or in the future under or in connection with any lease, agreement or licence relating to Land;
  - (f) all the Chargor's Securities;
  - (g) all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting the Chargor and all its rights and interests in these contracts and policies (including the benefit of all claims arising and all money payable under them);
  - (h) all the Chargor's goodwill and uncalled share capital for the time being;
  - (i)
    - all the Chargor's Intellectual Property, present and future, including any Intellectual Property to which the Chargor is not absolutely entitled or to which it are entitled together with others;
    - the benefit of all agreements and licences now or in the future entered into or enjoyed by the Chargor relating to the use or exploitation of any Intellectual Property in any part of the world;
    - all trade secrets, confidential information and knowhow owned or enjoyed by the Chargor now or in the future in any part of the world;

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**Particulars of a charge continued**

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- (j) all book and other debts now or in the future owing to the Chargor;
- (k) all present and future rights and claims the Chargor has against third parties, capable of being satisfied by the payment of money;
- (l) the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to the Chargor as security;

## 3. by way of floating charge:

- (a) all the Chargor's Assets which are not effectively charged by the fixed charges detailed above; and
- (b) without exception all the Chargor's Assets insofar as they are situated for the time being in Scotland;

but in each case so that the Chargor shall not without the Bank's prior written consent:

- create any mortgage or any fixed or floating charge or other security over any of the Floating Charge Assets (whether having priority over, or ranking pari passu with or subject to, this floating charge);
- take any other step referred to in clause 5.1 of the Debenture with respect to any of the Floating Charge Assets;
- sell, transfer, part with or dispose of any of the Floating Charge Assets except by way of sale in the ordinary course of business.

**Part IV**  
**Covenants and Restrictions**

1. Under clause 3.2 of the Debenture, the Bank may at any time crystallise the floating charge created in clause 3.1.3 of the Debenture into a fixed charge, or subsequently reconvert it into a floating charge, by notice in writing given at any time by the Bank to the Chargor in relation to any or all Floating charge assets, as the Bank specifies in the notice.
2. Under clause 3.3 of the Debenture, subject to the rights of any prior mortgagee and unless otherwise agreed by the Bank, the Chargor must:

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## Particulars of a charge continued

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1. deposit with the Bank for its retention all title deeds and documents relating to all Assets charged by way of fixed charge under clause 3.1 including insurance and assurance policies;
2. execute and deliver to the Bank any documents and transfers it requires at any time to constitute or perfect an equitable or legal charge (at its option) over registered Securities or a pledge over bearer Securities, including any Securities within any paperless transfer and settlement system or held in a clearing system, and give any instructions and take any actions the Bank may require to achieve this.
3. Under clause 3.4 of the Debenture, unless and until it becomes enforceable or the Bank directs otherwise:
  1. the Chargor may continue to exercise all voting and other rights attaching to Securities as long as you remain their registered owner;
  2. if Securities are registered in the Bank's nominee's name, all voting and other rights attached to them will be exercised by the nominee in accordance with the instructions the Chargor issues from time to time. In the absence of instructions, the nominee will refrain from exercising any of these rights.
4. Under clause 3.5 of the Debenture, any mortgage, fixed charge or other fixed security the Chargor creates in favour of the Bank will have priority over the floating charge created by clause 3.1.3 unless the Bank states otherwise on or after its creation.
5. Under clause 3.6 of the Debenture, any debentures, mortgages or charges (fixed or floating) which the Chargor creates in the future (except those in favour of the Bank) shall be expressed to be subject to the Debenture and shall rank in order of priority behind the charges created by the Debenture.
6. Under clause 4.1 of the Debenture, the Chargor must collect and realise all Receivables and immediately on receipt pay all money which it receives in respect of them into its bank account with the Bank, or into any other account as the Bank directs. Pending that payment, the Chargor will hold all money so received upon trust for the Bank. The Chargor may not, without the Bank's prior written consent, charge, factor, discount, assign, postpone, subordinate or waive its rights in respect of any Receivable in favour of any other person or purport to do so.

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7. Under clause 4.2 of the Debenture, if the Bank releases, waives or postpones its rights in respect of any Receivables for the purpose of enabling the Chargor to factor, discount or otherwise sell them to us or to a third party, the charges created by this debenture will in all other respects remain in full force and effect. In particular, all amounts due to the Chargor from the Bank or the third party and any Receivables re-assigned or due to be re-assigned to the Chargor will be subject to the relevant fixed charge detailed in clause 3.1, subject only to any defences or rights of retention or set-off which the Bank or the third party may have against the Chargor.
8. Under clause 5 of the Debenture, the Chargor must not, except with the Bank's prior written consent:
1. create or attempt to create any fixed or floating security of any kind or any trust over any of the Assets, or permit any lien (other than a lien arising by operation of law in the ordinary course of its business) to arise or subsist over any of the Assets;
  2. sell, assign, lease, license or sub-license, or grant any interest in, its Intellectual Property Rights, or purport to do so, or part with possession or ownership of them, or allow any third party access to them or the right to use any copy of them.
9. Under clause 10 of the Debenture:
1. the Chargor may not, without the Bank's prior written consent, exercise any power of leasing, or accepting surrenders of leases, of any Land, or (unless obliged to do so by law) extend, renew or vary any lease or tenancy agreement or give any licence to assign or underlet;
  2. the Chargor must not part with possession (otherwise than on the determination of any lease, tenancy or licence granted to it) of any Land or share the occupation of it with any other person, or agree to do so, without the Bank's prior written consent.

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