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CHFP025

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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395**Particulars of a mortgage or charge**

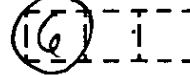
A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number



04175866

Name of company

* Promotion Space Limited (the "Company")

Date of creation of the charge

14 July 2009

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

Composite guarantee and debenture made between (1) Promotion Space Group Limited (2) the Company (3) Fitting Exposure Limited (4) Brandspace Limited (5) RMU Management Limited and (6) Octopus Investments Limited (the "Security Trustee") (the "Debenture")

Amount secured by the mortgage or charge

All moneys and all obligations and liabilities at the date of the Debenture or thereafter due, owing or incurred by the Company to the Beneficiaries or any of them whether express or implied, present, future or contingent, joint or several, incurred as principal or surety determined in whatever currency or incurred on any banking account under or pursuant to the Finance Documents when the same become due for payment or discharge and interest (as well after as before judgment) to date of payment at such rates and upon terms as may from time to time be payable and all commission, fees, expenses and other charges and all legal and other costs when the same became due for payment or discharge (the "Secured Obligations").

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

Octopus Investments Limited (Company number 03942880) as Security Trustee
whose registered office is at 8 Angel Court, London

Postcode EC2R 7HP

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

Hammonds LLP
Trinity Court
16 John Dalton Street
Manchester
M60 8HS

Time critical reference
RXA1/OCT.17-4

For official Use (06/2005)

Mortgage Section

Post room

FRIDAY



A12

31/07/2009

256

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

- 1.
- (a) By way of legal mortgage, the Properties (if any) specified in Schedule 3 (Properties) of the Debenture;
- (b) By way of legal mortgage, all Properties (other than any property specified in Schedule 3 (Properties) of the Debenture) now owned by the Company or in which the Company has an interest;
- (c) By way of fixed charge (to the extent not the subject of a legal mortgage by virtue of clauses 3.1(a) or 3.1(b) of the Debenture) all present and future Properties now or from time to time hereafter owned by the Company or in which the Company may have an interest;
- (d) By way of fixed charge, the Equipment (if any) specified in Schedule 4 (Equipment) of the Debenture and the benefit of all contracts and warranties relating to the same;
- (e) By way of fixed charge, all Equipment (other than any property specified in Schedule 4 (Equipment) of the Debenture) now or from time to time hereafter owned by the Company or in which the Company has an interest and the benefit of all contracts and warranties relating to the same;
- (See continuation sheet 1)

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Particulars as to commission allowance or discount (note 3)

Nil

Signed Hammonds HP

Date 30/07/09

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)

† delete as
appropriate

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

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**Particulars of a mortgage or charge
(continued)**

Please do not
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Continuation sheet No 1
to Form No 395 and 410 (Scot)

*Please complete
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bold block lettering*

Company Number

04175866

Name of Company

Promotion Space Limited (the "Company")

~~XXXXXX~~

* delete if
inappropriate

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

1

**Please complete
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

*Please complete
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- (f) By way of fixed charge, all Securities now or from time to time hereafter owned by the Company or in which the Company has an interest;
- (g) By way of fixed charge, all Debts now or from time to time hereafter owned by the Company or in which the Company has an interest (whether originally owing to the Company or purchased or otherwise acquired by it);
- (h) By way of fixed charge, the proceeds of collection of all Debts and all moneys standing to the credit of the Receivables Account;
- (i) By way of fixed charge any and all amounts from time to time standing to the credit of all present and future accounts of the Company with any bank, financial institution or other person including, without limitation, the Accounts;
- (j) By way of fixed charge, all moneys from time to time payable to the Company under or pursuant to the Insurances (including, but not limited to the policies of keyman life assurance, details of which are noted in Schedule 5 of the Debenture) and including without limitation the right to the refund of premiums;
- (k) By way of fixed charge, the proceeds of all other sums of money received by the Company, other than those specified in clauses 3.1(g), 3.1(h), 3.1(j) of the Debenture;
- (l) By way of fixed charge, the goodwill and uncalled capital of the Company;
- (m) By way of fixed charge, the Intellectual Property (if any) specified in Schedule 6 (Intellectual Property) of the Debenture;
- (n) By way of fixed charge, all Intellectual Property (other than any Intellectual Property specified in Schedule 6 (Intellectual Property) of the Debenture), now or from time to time hereafter owned by the Company or in which the Company may have an interest.

together with the "Fixed Charged Assets"

2. By way of floating charge the Company's undertaking and all its property, assets and rights whatsoever and wheresoever both present and future, including, without limitation, its Inventory other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to clause 3.1 (Fixed Charges) of the Debenture or otherwise pursuant to the Debenture but including (without limitation and whether or not so effectively charged) any of the Company's property and assets situated in Scotland.

together the "Charged Assets"

Further Assurance

Under clause 6 of the Debenture, the Company shall if and when at any time required by the Security Trustee execute such further Encumbrances and assurances in favour or for the benefit of the Beneficiaries and do all such acts and things as the Security Trustee shall from time to time require over or in relation to all or any of the Charged Assets to secure the Secured Obligations or to perfect or protect the Security Trustee's security over the Charged Assets or any part thereof or to facilitate the realisation of the same.

Negative Pledge

3. Under clause 3.4 of the Debenture, the Company covenants that it will not:

- (a) dispose of all or any of its Properties;
- (b) dispose of all or any of the Equipment specified in Schedule 4 of the Debenture;

(See continuation sheet 2)

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Particulars of a mortgage or charge (continued)

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Continuation sheet No 2
to Form No 395 and 410 (Scot)

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Company Number

04175866

Name of Company

Promotion Space Limited (the "Company")

Limited

* delete if
inappropriate

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

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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(continued from continuation sheet 1)

(c) dispose of all or any of the other Fixed Charge Assets without the prior written consent of the Security Trustee;

(d) dispose of its Inventory or any other Charged Asset the disposal of which is not otherwise restricted by the express terms of this deed otherwise than for full value in the ordinary course of business;

(e) without limiting the generality of the foregoing provisions of clause 3.4 of the Debenture dispose of, or create or attempt to create or permit to subsist or arise any Encumbrance on or over, the Debts or any part thereof or release, set off or compound or deal with the same otherwise than in accordance with clause 5.1(b) of the Debenture; or

(f) create or attempt to create or permit to subsist in favour of any person other than the Security Trustee any Encumbrance on or affecting the Charged Assets or any part thereof except a Permitted Encumbrance and a lien arising by operation of law in the ordinary course of trading over property other than land.

Definitions

"Beneficiaries" means the Security Trustee and those entities whose respective names and principal places of business are set out in Schedule 2 of the Debenture as holders of the Loan Stock 2007, the Loan Stock 2008 and the Loan Stock 2009 and any successor, transferee or assignee of any of the same from time to time and includes any one or more of them and the Security Trustee in its capacity as such.

"Collateral Instruments" means notes, bills of exchange, certificates of deposit and other negotiable and non-negotiable instruments, guarantees and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing an Encumbrance.

"Debts" means book and other debts, revenues and claims, whether actual or contingent, whether arising under contracts or in any other manner whatsoever and all things in action which may give rise to any debt, revenue or claim, together with the full benefit of any Encumbrances, Collateral Instruments and any other rights relating thereto (whether as creditor or beneficiary) including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights, but excluding any assets the subject of clauses 3.1(h) or 3.1(i) of the Debenture.

"Encumbrance" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind securing or preferring any obligation of any person or any other arrangement having the effect of conferring rights of retention or set-off or other disposal rights over an asset (including, without limitation, title transfer and/or retention arrangements having a similar effect) and includes any agreement to create any of the foregoing.

(See continuation sheet 3)

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Particulars of a mortgage or charge (continued)

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Continuation sheet No 3
to Form No 395 and 410 (Scot)

*Please complete
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Company Number

04175866

Name of Company

Promotion Space Limited (the "Company")

Limited*

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

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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(Continued from continuation sheet 2)

"Equipment" means machinery, equipment, furniture, furnishings, fittings and fixtures and other tangible personal property (other than Inventory), including, without limitation, data processing hardware and software, motor vehicles, aircraft, dies, tools, jigs and office equipment, together with all present and future additions thereto, replacements or upgrades thereof, components and auxiliary parts and supplies used or to be used in connection therewith and all substitutes for any of the foregoing, and all manuals, drawings, instructions, warranties and rights with respect thereto wherever any of the foregoing is located and any other asset which would be treated as a fixed asset under GAAP.

"Finance Documents" means the Debenture, the Instrument 2007, the Instrument 2008, the Instrument 2009, the Loan Stock 2007, the Loan Stock 2008, the Loan Stock 2009 and any other document under which or in connection with which any Secured Obligations arise.

"Instrument 2007" means the loan stock instrument dated 30 April 2007 constituting the Loan Stock 2007.

"Instrument 2008" means the loan stock instrument dated 30 April 2008 constituting the Loan Stock 2008.

"Instrument 2009" means the loan stock instrument dated on or about the date of this deed constituting the Loan Stock 2009.

"Insurances" means, in relation to a Company, all present and future contracts or policies of insurance (including life assurance policies) taken out by that Company or in which that Company from time to time has an interest.

"Intellectual Property" means all patents (including applications for and rights to apply for patents), trade marks and service marks (whether registered or not) and applications for the same, trade names, registered designs, design rights, semi-conductor topography rights, database rights, copyrights, computer programs, know-how and trade secrets and all other intellectual or intangible property or rights and all licences, agreements and ancillary and connected rights relating to intellectual and intangible property including any renewals, revivals or extensions thereof and wherever in the world subsisting.

"Inventory" means inventory, goods and merchandise, wherever located, raw materials, work-in-progress, finished goods, returned goods and materials and supplies of any kind, nature or description used in connection with the Company's business or used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such goods, merchandise and such other specified property, and all documents of title or other documents representing them.

"Loan Stock 2007" means the loan stock constituted by the Instrument 2007 or as the case may be the amount thereof for the time being issued and outstanding.

"Loan Stock 2008" means the Series A Loan Stock and the Series B Loan Stock constituted by the Instrument 2008 or as the case may be the amount thereof for the time being issued and outstanding.

(See continuation sheet 4)

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Particulars of a mortgage or charge (continued)

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Continuation sheet No 4
to Form No 395 and 410 (Scot)

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Company Number

04175866

Name of Company

Promotion Space Limited (the "Company")

~~Limited~~*

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

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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(Continued from continuation sheet 3)

"**Loan Stock 2009**" means the Series C Loan Stock constituted by the Instrument 2009 or as the case may be the amount thereof for the time being issued and outstanding.

Please complete
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"**Property**" means freehold and leasehold property wherever situate (other than any heritable property in Scotland), and includes all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same and "Properties" means all or any of the same, as the context requires.

"**Receivables Account**" means the account with any bank, financial institution or other person to which the proceeds of realisation of Debts are to be paid pursuant to clause 5.1(b) of the Debenture.

"**Securities**" means stocks, shares, bonds and securities of any kind whatsoever (including warrants and options to acquire or subscribe any of the same) whether marketable or otherwise and all interests (including but not limited to loan capital) in any person, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest, or otherwise in respect thereof.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

**COMPANY NO. 4175866
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURES DATED 14 JULY 2009 AND CREATED BY
PROMOTION SPACE LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE COMPANY TO THE
BENEFICIARIES OR ANY OF THEM ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE
COMPANIES ACT 1985 ON THE 31 JULY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 AUGUST 2009



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**