

M**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.

395

CHFP025

Pursuant to section 395 of the Companies Act 1985

Please do not
write in
this margin

Please complete
legibly, preferably
in black type, or
bold block lettering

* insert full name
of Company

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

For official use

Company number

21

05214060

Name of company

* Ingenious Media Services Limited (the "Chargor")

Date of creation of the charge

28 November 2008

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

Security Deposit Agreement and Charge on Cash Deposit (the "Charge")

Amount secured by the mortgage or charge

Collectively, all the Chargor's actual and/or contingent counter indemnity obligations in respect of the Letter of Credit which may from time to time arise as a matter of law and its actual or contingent obligations which may from time to time arise under the Charge (the "Secured Obligations").

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

Allied Irish Banks plc (the "Chargee") having its principal place of business at St. Helen's, 1 Undershaft, London EC3A 8AB

Postcode EC3A 8AB

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

Legal Department, Ingenious Media
Investments Limited, 15 Golden
Square, London W1F 9JG

For official Use (02/00)

Mortgage Section

Post room

SATURDAY



A4SL05FB

A46

06/12/2008

258

COMPANIES HOUSE

Time critical reference

SD

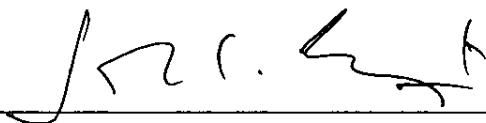
Short particulars of all the property mortgaged or charged

see Addendum 4/4

Please do not
write in
this margin

*Please complete
legibly, preferably
in black type, or
bold block
lettering*

Particulars as to commission allowance or discount (note 3)

Signed 

Date 4 December 2008

On behalf of Chargor[†]

*A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge.
(See Note 5)*

Notes

† delete as
appropriate

- 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

M395 Continuation

Company number

05214060

Name of company

* insert full name
of company

* Ingenious Media Services Limited

Addendum 1/4

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

Addendum 2/4

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

Company number

05214060

Name of company

* insert full name
of company

* Ingenious Media Services Limited

Addendum 3/4

3. Names, addresses and description of the mortgagees or persons entitled to the charge (continued)

Name of company

* insert full name
of company

* Ingenious Media Services Limited

Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

4.1. The Chargor charges by way of first fixed charge in favour of the Chargee with full title guarantee and as a continuing security for the due and punctual performance and observance of the Secured Obligations all of the Chargor's right, title and interest in and to the Deposit Account and the Reference Fund (both present and future) from time to time and all causes of action which ~~may from time to time~~ be available to the Chargor in respect of the Deposit Account and the Reference Fund and all rights arising in respect of the Deposit Account and the Reference Fund. The Chargor agrees that in the event that the Charge made or created pursuant to the foregoing provisions of this paragraph 4.1. is not effective the Chargor shall hold by way of security all of its right, title and interest in and to the Deposit Account and the Reference Fund on trust for application in accordance with the provisions of the Charge.

4.2. NEGATIVE PLEDGE

The Chargor shall not create, agree to create or permit to exist any Security Interest of any nature whatsoever in, over or affecting the whole or any part of the Charged Property other than the Security Interest created pursuant to the Charge and, without prejudice to the foregoing, any Security Interest hereafter created in favour by the Chargor (otherwise than in favour of the Chargee) upon the Charged Property shall expressly be subject to and rank behind the Security Interest created pursuant to the Charge.

4.3. DEFINITIONS

"Beneficiary" means Ingenious Broadcasting LLP (incorporation number OC306394), a limited liability partnership organized and existing under the laws of England, whose principal place of business is at 15 Golden Square, London W1F 9JG.

"Charged Property" means all of the property charged in favour of the Chargee in paragraph 4.1. above.

"Deposit Account" means the account in the name of the Chargor with the Chargee with account number 6922766 Ingenious Broadcasting LLP, at Sort Code 40.54.54 and with the Chargee with account number 00490459 Allied Irish Banks, plc, Group Treasury LONDON (and includes any re-designation thereof).

"Initial Deposit" means the sum of £2,166,000.

"Letter of Credit" means (subject to paragraph 7 of the Charge) the transferable letter of credit (ref IEGTSGB08S300557 together with all substitutes and replacements thereof) issued or to be issued by the Chargee in favour of the Beneficiary dated on or around the date of the Charge and substantially in the form attached as Annex 1 to the Charge.

"Reference Fund" means the Initial Deposit deposited or to be deposited pursuant to Clause 2.1 of the Charge together with any other sum or sums from time to time deposited in, credited to or standing to the credit of the Deposit Account and any and all earnings and interest thereon and proceeds thereof whether in addition to or by way of renewal or replacement of any sum or sums previously deposited less the sums withdrawn from or paid from the Deposit Account from time to time in accordance with the Charge or pursuant to the Letter of Credit.

"Security Interest" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or other agreement or arrangement having similar effect.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5214060
CHARGE NO. 27**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY DEPOSIT AGREEMENT
AND CHARGE ON CASH DEPOSIT DATED 28 NOVEMBER 2008
AND CREATED BY INGENIOUS MEDIA SERVICES LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO ALLIED IRISH BANKS PLC 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 6 DECEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 DECEMBER
2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES