

# M

COMPANIES FORM No. 395

000563 / 13

# 395

## Particulars of a mortgage or charge

CHWP000

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

Please do not write in this margin

Pursuant to section 395 of the Companies Act 1985

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

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

For official use

Company number

1

05667965

Name of company

\* insert full name of Company

\* FULL PORTION MEDIA LIMITED (the "Chargor")

Date of creation of the charge

31 MARCH 2008

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

A debenture dated 31 March 2008 between the Chargor and Aquarius Media plc as security trustee for itself and the Noteholders (the "Security Trustee")

Amount secured by the mortgage or charge

7 All indebtedness, monies, obligations and liabilities (whether principal, interest, commission, charges, costs, expenses or otherwise) now or at any time hereafter due or owing or incurred to the Security Trustee and/or the Noteholders by the Chargor under or pursuant to each or any of the Finance Documents (including the debenture) including any liability in respect of any further advances made under the Finance Documents, whether present or jointly and severally and whether as principal or as surety or in some other capacity PROVIDED that neither such covenant nor the security constituted by the debenture shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law (in this form the "Security Obligations")

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

AQUARIUS MEDIA PLC, HILDEN PARK HOUSE, 79 TONBRIDGE ROAD, HILDENBOROUGH,  
KENT

Postcode TN11 9BH

Presenter's name address and reference (if any)

R10 7 CODA CENTRE  
189 MUNSTER ROAD  
FULHAM, LONDON, SW6 6AW

Time critical reference

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For official Use (02/06)  
Mortgage Section

Post room

TUESDAY



\*A2D9LYP6\*

A65

08/04/2008

173

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Clause 3 1 of the Debenture provides that the Company with full title guarantee and as continuing security for the payment of the Company's Liabilities, hereby charges in favour of the Creditor

3 1 1 by way of fixed charge

3 1 1 1 all right, title estate and other interests of the Company in any freehold or leasehold property (which for the purpose of this Debenture shall include the equivalent property in any other jurisdiction) wheresoever situated and whether now owned or subsequently acquired by the Company during the Security Period including, without limitation, the property described (if any) in the Schedule,

3 1 1 2 all the Fixtures, together with vehicles, computers and other equipment of the Company both present and future and all spare parts, replacements, modifications and additions and the full benefit of all warranties and contracts relating to the same but excluding stock in trade or work in progress of the Company,

3 1 1 3 all moneys standing to the credit of each of the accounts of the Company with any bank or other depository and the debt represented thereby,

3 1 1 4 all stocks shares and other securities in any subsidiary of the Company now or at any time during the Security Period belonging to the Company,

3 1 1 5 its present and future uncalled capital and goodwill,

(cont )

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 A S [Signature] (Company Secretary) Date 31/3/08

On behalf of [company] [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 are to be made payable to **Companies House**
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

Please do not  
write in this  
binding margin

## Particulars of a mortgage or charge (continued)

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

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

Company number

05667965

Name of company

FULL PORTION MEDIA LIMITED (the "Chargor")

Limited \*

\* delete if  
inappropriate

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

3 1 1 6 all licences, patents, copyrights and service marks, names and styles whether or not registered or registrable and rights in confidential information know how systems and techniques or intellectual property of any description now or at any time belonging to the Company,  
3 1 1 7 all present and future contracts or policies of insurance (including life policies) in which the Company now or hereafter has an interest and all moneys from time to time payable thereunder including any refund of premiums,  
3 1 2 by way of floating charge  
3 1 2 1 the book debts and other debts due or owing to the Company both present and future (hereinafter collectively "Debts") including, without limitation, all sale proceeds in respect of all the Debts and the full benefit of all rights and remedies relating thereto and the benefit of all securities and guarantees now or at any time enjoyed or held by the Company in relation thereto,  
3 1 2 2 all the undertaking and all the Assets, rights and other interests of the Company both present and future (i) not otherwise effectively mortgaged or charged under Clause 3 1, and/or (ii) situate in, or governed by the law of Scotland, whether or not otherwise effectively mortgaged or charged under Clause 3 1  
The charges created by this Clause 3 2 shall be a floating charge unless and until they are converted into fixed charges pursuant to Clause 5 or by operation of law  
3 2 Paragraph 14 of Schedule B1 to the Insolvency Act (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to any floating charge created pursuant to this Debenture

### Definitions in this form 395

"Assets" means all present and future assets, rights and property of the Company the subject of the security hereby created,

"Company's Liabilities" means all moneys and liabilities of whatever nature now or afterwards due owing or incurred by the Company to the Creditor including, without limitation, pursuant to the Loan Note,

"Default Rate" means 3% per annum above Bank of Scotland plc base rate,

"Encumbrance" includes every mortgage, pledge, lien, charge, assignment, security interest, title retention, preferential right, trust arrangement and agreement the effect of which is the creation of security,

"Enforcement Event" means each event referred to in Clause 10 1,

"Environmental Legislation" means all national or local statutes, codes or other laws or legislation concerning health, safety or matters related to pollution or protection of the environment and all decisions, rules, regulations, ordinances, orders, notices and directives of the European Community, the United Kingdom Parliament, any devolved Parliament or Assembly in any part of the United Kingdom and other official bodies having jurisdiction in respect of such matters,

"Fixtures" means in relation to any freehold or leasehold property comprised in the Assets all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time thereon the title in which is vested in the Company,

"Insolvency Act" means the Insolvency Act 1986, where applicable as amended by the Enterprise Act 2002,

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Please do not  
write in this  
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## Particulars of a mortgage or charge (continued)

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

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

Company number

05667965

Name of company

FULL PORTION MEDIA LIMITED (the "Chargor")

Limited \*

\* delete if  
inappropriate

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

"Loan Note" means the Secured Loan Notes 2008 whereby the Creditor made available to the Company a loan of £400,000,  
 "LPA" means the Law of Property Act 1925,  
 "Qualified Person" has the meaning given it in Clause 11,  
 "Receiver" has the meaning given it in Clause 11,  
 "Security Period" means the period beginning on the date of this Debenture and ending, subject to Clause 20, on the date on which the security hereby created has been finally released and discharged,  
 "Taxes" includes all present and future income, capital, corporation and other taxes stamp and capital duties, value added or other turnover taxes and all levies, imposts, deductions, charges, fees and withholdings of any kind together with interest thereon and penalties with respect thereto and  
 "Tax" shall be construed accordingly

(cont )



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 5667965  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 31 MARCH  
2008 AND CREATED BY FULL PORTION MEDIA LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO AQUARIUS MEDIA PLC AND/OR THE  
NOTEHOLDERS 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 8 APRIL 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 APRIL 2008

*Pa*

