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COMPANIES FORM No. 395

Particulars of a mortgage or charge

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395

CHFP025

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in black type, or
bold block lettering

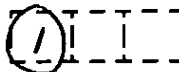
*insert full name
of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



06939540

Name of company

* Biteback Publishing Limited (the "Chargor")

Date of creation of the charge

9 September 2009

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

Debenture (the "Debenture")

Amount secured by the mortgage or charge

As specified in Appendix 1 to this form.

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

Anne Street Partners Limited / (company number 05707007) of 58 Queen Anne Street, London (the "Lender")

Postcode W1G 8HW

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

Eversheds LLP
Eversheds House, 70 Great
Bridgewater Street,
Manchester
M1 5ES

Ref: DEMPSEC

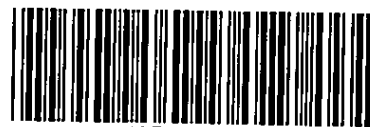
Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

THURSDAY



AZR00DCD

A17

17/09/2009

78

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

As specified in Appendix 2 to this form.

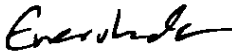
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legibly, preferably
in black type, or
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Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date

16/09/09

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 must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

APPENDIX 1

Biteback Publishing Limited (Company Number 06939540)

Amount secured by the mortgage or charge

1. The amount secured by the Debenture is all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to the Lender, whatever their nature or basis, in any currency or currencies, and however they are described, together with all costs, charges and expenses incurred by the Lender in connection with the protection, preservation or enforcement of its rights under the Finance Documents or any other document evidencing or securing any such liabilities.

("the Secured Obligations").

Definitions

All capitalised terms used in this Appendix 1 are defined in Appendix 3 to this form.

APPENDIX 2

Biteback Publishing Limited (Company Number 06939540)

Short particulars of the property mortgaged or charged

Fixed charges

1. The Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations, charged in favour of the Lender the following assets:
 - 1.1 by way of first legal mortgage, all its Property (if any) identified in Schedule 3 (*Details of Property*) to the Debenture (as described in Schedule 3 to this Appendix);
 - 1.2 by way of first fixed charge:
 - (a) all the Property from time to time owned by it (but excluding any Property which is subject to a valid legal mortgage under clause 3.1.1 of the Debenture (as described at paragraph 1.1 above));
 - (b) any other rights, title or interest of the Chargor in Property, wherever situated; and
 - (c) all Associated Rights in relation to its Property;
 - 1.3 by way of first fixed charge:
 - (a) the Designated Chattels (if any) (but not including any of the assets which are subject to a valid legal mortgage or valid fixed charge under clauses 3.1.1 or 3.1.2 of the Debenture (as described at paragraphs 1.1 and 1.2 above)); and
 - (b) all Associated Rights in relation to such Designated Chattels;
 - 1.4 by way of first fixed charge:
 - (a) all plant, machinery, vehicles and computer equipment at the date of the Debenture or in the future owned by it (but not including any such asset which is subject to a valid legal mortgage or valid fixed charge under clauses 3.1.1, 3.1.2 or 3.1.3 of the Debenture (as

described at paragraphs 1.1, 1.2 and 1.3 above) nor any chattel for the time being forming part of the Chargor's stock-in-trade or work in progress);

- (b) its rights, title or interest in any chattel at the date of the Debenture or in the future in its possession which is not owned by it, but which had it been so owned would have been validly charged by paragraph (a) of clause 3.1.4 of the Debenture (as described at paragraph (a) above of this paragraph 1.4); and
- (c) the benefit of all Associated Rights relating to any chattel validly charged by clause 3.1.4 of the Debenture (as described in this paragraph 1.4);

1.5 by way of first fixed charge:

- (a) the Shares (if any) listed in Schedule 4 (*Shares*) of the Debenture (as described in Schedule 4 to this Appendix); and
- (b) the Distribution Rights (if any) from time to time accruing to or on such Shares;

1.6 by way of first fixed charge:

- (a) all Investments (but not including Shares which are subject to a valid fixed charge under clause 3.1.5 of the Debenture (as described at paragraph 1.5 above)); and
- (b) all Distribution Rights from time to time accruing to or on such Investments;

1.7 to the extent that the Insurances and/or the Insurance Proceeds are incapable for any reason of being effectively assigned pursuant to clause 3.2.3 of the Debenture (as described at paragraph 2.3 below) but are capable of being effectively charged, by way of first fixed charge, the Insurances owned by or written in favour of the Chargor and all Insurance Proceeds either at the date of the Debenture or in the future held by or payable to the Chargor or in which the Chargor otherwise has an interest (to the extent of such interest);

1.8 by way of first fixed charge:

- (a) all present and future book and other debts, revenues and monetary claims of or owing to the Chargor; and
 - (b) all rights and claims of whatever nature of the Chargor at the date of the Debenture, or which may at any time be, held or enjoyed by it against third parties and against any securities and guarantees in respect of such debts, revenues or claims;
- 1.9 by way of first fixed charge, all of the Specified Bank Balances;
- 1.10 by way of first fixed charge, all of its Bank Balances (but not including any Specified Bank Balances which are subject to a valid fixed charge under clause 3.1.9 of the Debenture (as described at paragraph 1.9 above));
- 1.11 to the extent that such Intellectual Property is incapable for any reason of being effectively assigned pursuant to clause 3.2.4 of the Debenture (as described at paragraph 2.4 below), by way of first fixed charge, all Intellectual Property (if any) owned by the Chargor or in which the Chargor has an interest (to the extent of such interest);
- 1.12 to the extent that such Authorisations and Derivative Payments are incapable for any reason of being effectively assigned pursuant to clauses 3.2.1 or 3.2.5 respectively of the Debenture (as described at paragraphs 2.1 and 2.5 respectively below) but are capable of being effectively charged, by way of first fixed charge:
 - (a) the benefit of all Authorisations held or utilised by the Chargor in connection with its business or the use of any of its assets; and
 - (b) the right to recover and receive all Derivative Payments which may at any time become payable to the Chargor in respect of such Authorisations;
- 1.13 to the extent that such contracts do not fall within any other provision of clause 3.1 (*Fixed charges*) of the Debenture (as described at paragraph 1 above) and are not effectively assigned under clause 3.2.2 of the Debenture (as described at paragraph 2.2 below) but are capable of being effectively charged, by way of first fixed charge, all of its rights under each agreement or document to which the Chargor is a party;
- 1.14 by way of first fixed charge, all the goodwill and uncalled capital of the Chargor; and

- 1.15 by way of first fixed charge, the benefit of all Associated Rights relating to any of the assets of the Chargor, in each case to the extent that such Associated Rights are capable of being made the subject of a fixed charge and are not otherwise the subject of any valid fixed charge pursuant to the Debenture.

Assignments by way of security

2. As further continuing security for the payment of the Secured Obligations, the Chargor assigned absolutely to the Lender all (if any) its right, title and interest in and to the following assets:
- 2.1 all Authorisations held or utilised by the Chargor in connection with its business or the use of any of its assets and the benefit of any Derivative Payment in respect of such Authorisations;
- 2.2 the Charged Contracts and the benefit of any Derivative Payment in respect of the Charged Contracts;
- 2.3 the Insurances and the benefit of all Insurance Proceeds of the Chargor;
- 2.4 the Intellectual Property (if any) owned by the Chargor or in which the Chargor has an interest (to the extent of such interest), together with the benefit of any Derivative Payments in respect of such Intellectual Property, but in the case of any such assignment of Intellectual Property the Lender shall grant to the Chargor a licence to use such Intellectual Property in the ordinary course of its business and for so long as no Event of Default exists and is continuing upon such terms as may reasonably be specified by the Lender; and
- 2.5 any Associated Rights or Derivative Payment which are not the subject of a valid fixed charge pursuant to clause 3.1 (*Fixed charges*) of the Debenture (as described at paragraph 1 above) or valid assignment pursuant to clauses 3.2.1 to 3.2.4 of the Debenture (as described at paragraphs 2.1 to 2.4 above) and which relate to any of the assets of the Chargor, whether or not such assets are subject to a valid legal mortgage, fixed charge or assignment pursuant to the Debenture.

Floating charge

3. As further continuing security for the payment, discharge and performance to the Lender of the Secured Obligations, the Chargor charged in favour of the Lender, by way of first floating charge, all its assets and undertaking, wherever

located, both present and future. The floating charge above is deferred in point of priority to all fixed Security validly and effectively created by the Chargor under any of the Security Documents in favour of the Lender as security for the Secured Obligations.

Conversion into fixed charge

3.1 By virtue of clause 3.6 of the Debenture (*Conversion of Floating Charge*), the Lender may, at any time, by notice in writing to the Chargor, convert any floating charge created by the Debenture into a fixed charge as regards such assets as it shall specify in the relevant notice if:

3.1.1 an Event of Default has occurred which is continuing; or

3.1.2 the Lender is of the view that (a) such assets are in danger of being seized, (b) any legal process or execution is being enforced against such assets, (c) such assets are otherwise in jeopardy, or (d) steps have been taken which would, in the reasonable opinion of the Lender, be likely to lead to the appointment of an administrator or administrative receiver in relation to the Chargor (or such administrator or administrative receiver has been appointed) or to the winding-up of the Chargor.

3.2 By way of further assurance, the Chargor shall, promptly following service of such notice upon it, execute a fixed charge over such assets in such form as the Lender shall require.

Automatic conversion of floating charge

3.3 In addition to any circumstances in which any floating charge created under the Debenture will crystallise automatically under the general law, and without prejudice to the operation of clause 3.6 (*Conversion of floating charge*) of the Debenture (as described at paragraph 3.1 above):

3.3.1 if the Chargor creates (or purports to create) any Security on or over any of the Floating Charge Assets (other than Permitted Security) without the prior written consent of the Lender; or

3.3.2 if the Chargor convenes any meeting of its members to consider a resolution in relation to its winding up, or if a liquidator, administrative

receiver, receiver, administrator or another similar officer is appointed in respect of the Chargor or any of its assets,

then and in any such event, any floating charge created by the Debenture in relation to the Chargor shall, without any notice being given under clause 3.6 (*Conversion of floating charge*) of the Debenture (as described at paragraph 3.1 above) and immediately upon such event occurring, be converted into a fixed charge over all the assets which immediately prior to such conversion comprised the Floating Charge Assets of such Chargor.

General

4. The provisions of the Debenture will apply at all times (a) regardless of the date on which any of the Secured Obligations was incurred and (b) in respect of the full amount of the Secured Obligations at the relevant time even if, at some other time, the amount of the Secured Obligations has been less than the amount at the relevant time or there has been no part of the Secured Obligations outstanding.
5. All the Security created by the Debenture by the Chargor is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
6. Clauses 3.1.2 to 3.1.15 of the Debenture (as described at paragraphs 1.2 to 1.15 above) inclusive shall be read and construed as if each asset described, and each asset comprised within any category of asset described, in each such clause were expressed, separately and specifically, to have been made subject to a first fixed charge; and the validity and effectiveness of each such fixed charge will not be prejudiced by any other such first fixed charge being found not to be fully valid or effective as such.
7. The fact that no, or incomplete, details of any particular Secured Assets are included or inserted in any relevant Schedule (as described in the Schedules attached to this Appendix 2) shall not affect the validity or enforceability of the charges created by the Debenture.

Restrictions on charges and disposals (Negative Pledge)

8. During the Security Period, the Chargor shall not create, extend or permit to subsist any Security over any of the Secured Assets; nor may it:

(a) execute, or agree to grant, vary, or accept any surrender of, any conveyance, transfer, lease, or assignment, or any other right of occupation or use, of the Secured Assets; (b) create any legal or equitable estate, or other interest, in, over, or relating to, the Secured Assets; (c) sell, transfer or otherwise dispose of any of its receivables on recourse terms; (d) enter into any arrangement under which money, debts or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; (e) enter into any preferential arrangement with any person, having a similar effect to any of the arrangements or transactions previously described in clause 5.1 of the Debenture (as described in this paragraph 8), in any case in circumstances where the arrangement or transaction is entered into primarily as a method of borrowing monies or otherwise raising indebtedness (whether actual or contingent and whatever the nature, structure or characteristic of the arrangement or transaction under which the relevant liability arises) or of financing the acquisition of an asset.

9. Clause 5.1 of the Debenture (as described in paragraph 8 above) does not apply to (a) the Security created or required to be created pursuant to the Debenture, nor (b) any Security, arrangement or transaction to which the Lender has given its written consent.
10. Clause 5.1.2 of the Debenture (as described in paragraph 8 above) does not apply to (a) Floating Charge Assets, which are not also Fixed Charge Assets, and which are being dealt with at arms length in the ordinary course of business.

Control of monies received

11. The Chargor will collect (as agent for the Lender) all Charged Debts and pay into such specially designated account with the Lender or such other account with such other bank as the Lender may from time to time direct all money which it shall receive in respect of such Charged Debts immediately upon receipt and pending such payment it will hold all such money upon trust for the Lender.
12. The Chargor will not, without the prior written consent of the Lender, charge, factor, discount or assign any of the Charged Debts in favour of any other person or purport to do so.

Restrictions applicable to Charged Contracts

13. The Chargor will perform all its obligations under the Charged Contracts in a diligent and timely manner, not make or agree to make any amendments or modifications to the Charged Contracts, nor waive any of its rights under the

Charged Contracts, nor exercise any right to terminate any of the Charged Contracts, except, in any case, with the prior written consent of the Lender and will promptly inform the Lender of any material disputes relating to the Charged Contracts.

Definitions

All capitalised terms used in this Appendix 2 are defined in Appendix 3 to this form.

Schedule 1 (Specified Bank Balances)

The Debenture does not specify any Bank Balances relating to the Chargor.

Schedule 2 (Charged Contracts)

The Debenture does not specify any Charged Contracts relating to the Chargor.

Schedule 3 (Details of Property)

The Debenture does not specify any Property relating to the Chargor.

Schedule 4 (Shares)

The Debenture does not specify any Shares relating to the Chargor.

Schedule 5 (Designated Chattels)

The Debenture does not specify any Designated Chattels relating to the Chargor.

APPENDIX 3

Biteback Publishing Limited (Company Number 06939540)

Definitions

In this form and its Appendices the following definitions apply:

"Associated Rights" means, in relation to any asset, all proceeds of sale of such asset, all rights, powers, benefits, covenants, warranties, guarantees or Security given or implied in respect of such asset, all rights under any agreement for sale, agreement for lease or licence of or in respect of such asset, and any monies and proceeds paid or payable in respect of such asset.

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"Bank Balances" means all monies (including interest) from time to time standing to the credit of any and all present or future accounts which the Chargor has, or has an interest in, with any bank, financial institution, or other person (including the Specified Bank Balances and any other cash cover or suspense account established pursuant to any of the Finance Documents) and all indebtedness represented by any such accounts.

"Charged Contracts" means those contracts (if any) brief particulars of which are set out in Schedule 2 (*Charged Contracts*) of the Debenture in respect of the Chargor.

"Charged Debts" means all book and other debts and all other rights and claims charged to the Lender pursuant to clause 3.1.8 of the Debenture (as described at paragraph 1.8 of Appendix 2 to this form).

"Derivative Payment" means, in relation to an asset, any damages, compensation, remuneration, profit, bonus, royalties, fee, rent, income or other benefit which the Chargor may derive from or be awarded or entitled to in respect of such asset.

"Designated Chattels" means the plant, machinery, equipment, vehicles, and other chattels (if any) owned by the Chargor and listed in Schedule 5 (*Designated Chattels*) to the Debenture (as described at Schedule 5 to Appendix 2 to this form) and shall include any additions, modifications and/or equipment ancillary to any such plant, machinery, equipment, vehicles or other chattels.

"Discharge Date" means the date with effect from which the Lender confirms to the Chargor that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and all relevant commitments of the Lender cancelled.

"Distribution Rights" means all Dividends, all shares or other property derived from any relevant Investment (whether by way of conversion, consolidation, subdivision, substitution, redemption, bonus, preference, option or otherwise) and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to any relevant Investment.

"Dividends" means all dividends, distributions, interest and other income paid or payable on or derived from any relevant Investment.

"Event of Default" means the occurrence of any of the events or circumstances set out in Schedule 10 (*Events of default*) of the Debenture.

"Finance Documents" means such agreements, instruments, deeds or documents (including the Debenture and any deed or agreement regulating priorities) as have been or are to be entered into in connection with or pursuant to the Secured Obligations or which have been designated as Finance Documents by the Parties,

and **"Finance Document"** shall mean any one of them.

"Fixed Charge Assets" means, at any time, all of the Secured Assets which are at that time the subject of any valid and effective fixed Security pursuant to clause 3.1 (*Fixed charges*) or clause 3.2 (*Assignments by way of Security*) of the Debenture.

"Floating Charge Assets" means, at any time, all of the Secured Assets which are at that time the subject of any floating charge created by the Debenture.

"Group" means the Chargor and each of its Subsidiaries for the time being.

"Insurance Proceeds" means the proceeds of any insurance claim received by the Chargor (after deduction of (a) any reasonable expenses incurred in relation to the relevant claim and payable by the Chargor to any person which is not a member of the Group and (b) amounts paid to meet third party claims) together with the benefit of all bonuses, profits, returns of premium and other benefits of whatever nature arising by virtue of the Chargor's ownership of any Insurances and all the Chargor's interest in any of the foregoing.

"Insurances" means all contracts or policies of insurance of whatever nature which from time to time are taken out or maintained by or on behalf of the Chargor or (to the extent of its relevant interest) in which the Chargor has an interest.

"Intellectual Property" means (a) all rights in confidential information, copyright and like rights, database rights, design rights, rights in design, know-how, rights in inventions, patents, service marks, trade marks and all other intellectual property rights

and interests, whether registered (or the subject of an application for registration) or un-registered, owned by the Chargor or in which the Chargor has an interest from time to time and (b) the benefit of the Chargor's applications and rights to use such assets, in each case throughout the world at the date of the Debenture and in the future.

"Investment" means any negotiable instrument, certificate of deposit, debenture, share (including, save where the context otherwise requires, any of the Shares) or other investment (as specified for the purposes of section 22 of the Financial Services and Markets Act 2000 as at the date of the Debenture) now or in the future owned by the Chargor, in each case whether held directly by, or to the order of, the Chargor or by any trustee, nominee, fiduciary or clearance system on behalf of the Chargor, and also including any rights in respect of such Investment against any such trustee, nominee, fiduciary or clearing system.

"Permitted Security" means the Security created by the Debenture.

"Property" means the Real Property from time to time owned by the Chargor or in which the Chargor has any right, title or interest. Any reference to **"Property"** also includes a reference to each separate part or parts of such Real Property.

"Real Property" means (a) any freehold, leasehold or immovable property, wherever situated, and (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property.

"Secured Assets" means the assets the subject of any Security created by the Debenture.

"Secured Obligations" has the meaning given to it in Appendix 1 to this form.

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

"Security Documents" means the Debenture, together with any other agreement, instrument, deed or document entered into by the Chargor creating or expressed to create any Security over all or any part of its assets in respect of the Secured Obligations.

"Security Period" means the period beginning on the date of the Debenture and ending on the Discharge Date.

"Shares" means all shares (if any) specified in Schedule 4 (*Shares*) to the Debenture and also all other stocks, shares, debentures, bonds, warrants, coupons or other securities at the date of the Debenture or in the future owned by the Chargor from time to time, or any in which it has an interest.

"Specified Bank Balances" means all monies (including interest) from time to time standing to the credit of the accounts specified in Schedule 1 (*Bank accounts*) to the Debenture, as such accounts may be re-designated and/or re-numbered from time to time, and all indebtedness represented by any such account.

"Subsidiary" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6939540
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 9
SEPTEMBER 2009 AND CREATED BY BITEBACK PUBLISHING
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO ANNE STREET PARTNERS
LIMITED 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
17 SEPTEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 SEPTEMBER
2009

PO
Jed



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES