



Registration of a Charge

Company name: **CAMBRIDGE PRESENTS LIMITED**

Company number: **08610714**



X79FN3QY

Received for Electronic Filing: **03/07/2018**

Details of Charge

Date of creation: **28/06/2018**

Charge code: **0861 0714 0001**

Persons entitled: **STN SERVICES LIMITED**

Brief description: **THE FREEHOLD, LEASEHOLD AND COMMONHOLD PROPERTY OF THE COMPANY BOTH PRESENT AND FUTURE.**

Contains fixed charge(s).

Contains floating charge(s) .

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **WEIGHTMANS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8610714

Charge code: 0861 0714 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th June 2018 and created by CAMBRIDGE PRESENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd July 2018 .

Given at Companies House, Cardiff on 5th July 2018

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

28 June

THIS COMPOSITE GUARANTEE AND DEBENTURE is dated 20¹⁸ and made BETWEEN:

- (1) THAT'S MEDIA LIMITED (No 09489484) whose registered office is at 7 St. Johns Road, Harrow, England, HA1 2EY ('the Parent Company')
- (2) the Companies whose respective names and registered offices are set out in Schedule 1 (collectively 'the Charging Subsidiaries')
- (3) STN SERVICES LIMITED (Registered No 09579004) whose registered office is at 6th Floor 49 Peter Street, Manchester, England, M2 3NG (the 'Lender').

IT IS AGREED as follows:

1. DEFINITIONS

1.01 In this Deed the following expressions shall unless the context otherwise requires bear the following meanings:

'Charged Assets' means the goodwill undertaking property assets revenues and rights of each Company charged by this Deed;

'the Charging Group' means the Parent Company and the Charging Subsidiaries and reference to the Charging Group includes a reference to any one or more of the members of the Charging Group severally;

'Company' means the members of the Charging Group and includes any one or more of the same;

'Default Rate' means interest at 2 per cent per annum over the base rate of the Bank of England from time to time or such other rate as may from time to time be agreed;

'Environmental Matters' means any pollution waste (as defined by the Environmental Protection Act 1990) emissions substance or activity perceived as capable of causing harm to man or any other living organism or of damaging the environment or public health and welfare or to the conservation or protection of the environment or relating to nuisance noise fire precautions defective premises or health and safety;

'the Facility Agreement' means the Facility Agreement entered into by That's Media Group Limited and the Lender and dated on or about the date hereof as from time to time varied extended or replaced;

'Guarantor' means any Company insofar only as it hereby covenants to pay or discharge moneys obligations or liabilities due owing or incurred by a Company other than itself to the Lenders and 'Guarantors' and 'Guarantee' shall be construed accordingly and the latter expression shall extend to every separate and independent stipulation or agreement contained in Schedule 5;

'Receiver' means a receiver or a receiver and manager appointed by the Lender over any part of the Charged Assets and, where permitted by law, includes an administrative receiver.

1.02 The expressions 'Parent Company' 'Company' 'Charging Subsidiaries' 'Guarantor' and 'Lender' where the context admits include their respective successors and assigns whether immediate or derivative. Any appointment or removal of a receiver under Clause 9 (*Appointment and Powers of Administrator and Receiver*) and any consents hereunder may be made or given in writing signed or sealed by any such successors or assigns of the Lenders and each Company hereby irrevocably appoints each successor and assign of the Lender and each of the Lenders to be its attorney in the terms and for the purposes set out in Clause 10 (*Power of Attorney*).

1.03 In this Deed:

(a) reference to Clauses Sub-clauses and Schedules are unless otherwise stated to Clauses Sub-clauses and Schedules to this Deed;

(b) any liability or power which may be exercised or any determination which may be made hereunder by the Lender may be exercised or made in its absolute and unfettered discretion and it shall not be obliged to give reasons therefor;

(c) references to statutory provisions shall be construed as references to those provisions as respectively replaced amended or re-enacted from time to time and all secondary legislation made thereunder;

(d) the headings to the Clauses are for convenience only and have no legal effect;

(e) the covenants agreements obligations and liabilities of the members of the Charging Group herein contained or implied on their part are joint and several and shall be construed accordingly;

(f) this Deed shall be enforceable notwithstanding any reconstruction reorganisation or change in the constitution of the Lender or its absorption in or amalgamation with or the acquisition of all or part of its undertaking by any other person.

2. COVENANT TO PAY

2.01 Each Company hereby:

- (a) covenants with the Lender that it will on demand pay all moneys and discharge all obligations and liabilities whether actual or contingent now or hereafter due owing or incurred to the Lender by it in whatever currency denominated whether on any current or other account or otherwise in any manner whatsoever when the same are due; and
- (b) unconditionally and irrevocably covenants with and guarantees to the Lender that it will on demand pay all moneys and discharge all obligations and liabilities whether actual or contingent now or hereafter due owing or incurred to the Lender by any other Company or by any present or future subsidiary (as defined by s 1159 of and Sch 6 to the Companies Act 2006) of the Parent Company in whatever currency denominated whether on any current or other account or otherwise in any manner whatsoever when the same are due (except any moneys obligations or liabilities due owing or incurred by such other Company as Guarantor for the Company concerned);

in either case including all liabilities in connection with foreign exchange transactions, swap arrangements, issuing confirming accepting endorsing or discounting notes or bills, or under bonds guarantees indemnities documentary or other credits or any instruments whatsoever from time to time entered into by the Lender for or at the request of such Company together with interest to date of payment at such rates and upon the terms therein set out commission fees and other charges and all legal and other costs charges and expenses incurred by the Lender on a full indemnity basis.

2.02 The foregoing Guarantee is given subject to and with the benefit of the provisions set out in Schedule 5 by each Company severally and also jointly with every other Guarantor.

2.03 All moneys obligations and liabilities hereby secured shall immediately become due and payable on demand and each Company shall provide cash cover on demand for all its contingent liabilities to the Lender and for all notes or bills accepted endorsed or discounted and all bonds guarantees indemnities documentary or other credits or any instruments whatsoever from time to time issued or entered into by the Lender for or at the request of such Company on the occurrence of any of the following events of default, namely:

- (a) if any Company fails to pay on the due date any money or to discharge any obligation or liability payable by it from time to time to the Lender or fails to comply with any term condition covenant or provision of this Deed or of any facility present or future from any of the same or to perform any obligation or liability of such Company to the Lender and such default is not remedied within any applicable grace period or if any representation warranty or undertaking from time to time made or given to the Lender by any Company is or becomes incorrect or misleading in a material respect;
- (b) if any Company defaults under any trust deed loan agreement debenture or other agreement or obligation relating to borrowing (which expression includes all liabilities in respect of any type of credit and accepting endorsing or discounting any notes or bills all unpaid rental and other liabilities present and future under hire purchase credit sale conditional sale leasing and similar agreements the purchase price or charge for all acquisitions or services payment of which is deferred for three months or more and all liabilities under debt purchase factoring and like agreements contingent on non-payment of any debt) or under any guarantee (which expression includes all contingent liabilities undertaken in respect of the obligations or liabilities of any third party including all guarantees indemnities or bonds whether constituting primary or secondary obligations or liabilities) or if any borrowing or other money payable under any of the foregoing becomes or is capable of being declared payable prior to its stated maturity or is not paid when due or if any debenture mortgage charge or other security now or hereafter created by any Company becomes enforceable or if any facility or commitment now or hereafter available to the Company is withdrawn or cancelled by reason of default;

- (c) if a bona fide petition is presented or an order made or a resolution passed or analogous proceedings are taken for winding up or dissolving any Company or any step is taken for putting any Company into administration or if a notice is issued convening a meeting for the purpose of passing any such resolution or taking any such step (save for the purpose of and followed within four months by an amalgamation or reconstruction not involving or arising out of insolvency on terms previously approved in writing by the Lender) or to comply with s 656 of the Companies Act 2006 where applicable;
- (d) if an encumbrancer takes possession or exercises or attempts to exercise any power of sale or a receiver is appointed of the whole or any part of the undertaking property assets or revenues of any Company;
- (e) if any judgment or order made against any Company is not complied with within seven days or if an execution distress sequestration or other process is levied or enforced upon or sued out against any part of the undertaking property assets or revenues of any Company;
- (f) if any Company stops payment or becomes or is deemed to be insolvent or unable to pay its debts within the meaning of s 123 of the Insolvency Act 1986 or when they fall due or if a notice is issued convening a meeting of or any Company proposes or enters into any composition or arrangement with its creditors generally or any class of its creditors;
- (g) if any Company without the prior consent in writing of the Lender ceases or threatens to cease to carry on its business or any material part thereof in the normal course or changes the nature or mode of conduct of its trading in any material respect;
- (h) if any material part of the assets or revenues of any Company is sold or disposed of or threatened to be sold or disposed of (otherwise than in the normal course of trading as a going concern) whether in a single transaction or a number of transactions or is nationalised compulsorily acquired seized or appropriated or if any partnership of which any Company is or becomes a partner is dissolved or if any notice served upon the Company with a view to forfeiture pursuant to s 146 of the Law of Property Act 1925 is not complied with within the period specified or if any commercial rent recovery action is commenced against any Company;
- (i) if this Deed or any guarantee indemnity or other security for any money obligation or liability hereby secured fails or ceases in any respect to have full force and effect or to be continuing or is terminated or disputed or becomes in jeopardy invalid or unenforceable;
- (j) if any licence authorisation consent or registration at any time necessary or desirable to enable any Company to comply with its obligations to the Lender or to carry on its business in the normal course shall be revoked withheld or materially modified or shall fail to be granted or perfected or shall cease to remain in full force and effect;
- (k) if in any country in which any Company carries on business or has assets any event occurs which corresponds with or has an effect similar to any of the foregoing events or if any Company becomes subject to proceedings or an order appointment or filing under the insolvency laws of such country;
- (l) if breach of any environmental law regulation directive or licence applicable to any Company its business or assets could reasonably be expected to have a material adverse effect on the financial condition of any Company or any of its subsidiaries or on the value or marketability of any of the assets of any Company or if the Lender becomes liable in respect of any Environmental Matters or subordinated to the claims or rights of any environmental agency;
- (m) if control (as defined in s 435(10) of the Insolvency Act 1986) or the power to take control of the Parent Company is acquired by any person or company or group of associates (as defined in such section) not having control of the Parent Company at the date hereof (unless with the prior consent in writing of the Lender); or
- (n) if:
 - (i) any of the foregoing events occurs without the prior consent in writing of the Lender in relation to (a) any third party which now or hereafter has guaranteed or provided security for or given an indemnity in respect of any money obligation or liability hereby secured or (b) any subsidiary or holding company (as defined by s 1159 of and Sch 6 to the Companies Act 2006) of any Company or of any such third party or any subsidiary of any such holding company; or
 - (ii) any individual now or hereafter liable as such third party shall die or become of unsound mind or have a bankruptcy petition presented or an interim order or a bankruptcy order made against him.

2.04 Each Company hereby covenants immediately to notify the Lender in writing of the occurrence of any of the events of default specified in Clause 2.03 or of the occurrence of any event which with the lapse of time or giving of notice would or may constitute any of the same.

3. INTEREST

3.01 Each Company shall pay commission, interest fees and charges to date of payment (as well after as before any demand or judgment or the liquidation or entry into administration of such Company) at the rates and upon the terms from time to time agreed with the Lender or in the absence of agreement at the interest rate provided in the Facility Agreement over the base rate of the Lender from time to time upon such days as the Lender may from time to time determine and such interest shall be compounded in the event of it not being punctually paid with quarterly rests in accordance with the usual practice of the Lender but without prejudice to the right of the Lender to require payment of such interest when due.

4. CHARGING CLAUSE

4.01 Each Company with full title guarantee (but so that the operation of s 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 is excluded) hereby charges to the Lender and as a continuing security for the payment of all moneys and the discharge of all obligations and liabilities hereby covenanted to be paid or otherwise hereby secured:

- (a) the freehold leasehold and commonhold property of the Company both present and future including but not limited to the interest of the Company in the properties specified in Schedule 2 and all buildings and fixtures (including trade and tenants' fixtures) from time to time on any such property all liens charges options agreements easements rights and interests over land or the proceeds of dispositions of land both present and future;
- (b) all plant machinery vehicles computers and other equipment of the Company both present and future (including but not limited to those items specified in Schedule 3 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 of the Company and all such items ordinarily disposed of by the Company in the normal course of trading as a going concern;
- (c) all stocks shares bonds and securities (including warrants and options in relation to the same) of any kind whatsoever whether marketable or otherwise and all other interests including but not limited to loan capital of the Company both present and future in any company firm consortium or entity wherever situated including all allotments accretions offers rights benefits and advantages whatsoever at any time accruing offered or arising in respect of the same whether by way of conversion redemption bonus preference option dividend interest or otherwise (collectively, the 'Securities') but excluding any Securities being items ordinarily disposed of by the Company in the normal course of trading as a going concern;
- (d) all book and other debts revenues and claims both present and future (including bank deposits, credit balances and rights under hedging agreements or derivative transactions entered into by the Company in connection with protection against or benefit from fluctuation in any rate or price) and all things in action due or owing or which may become due or owing to or purchased or otherwise acquired by the Company and the full benefit of all rights and remedies relating thereto including but not limited to any negotiable or non-negotiable instruments guarantees indemnities debentures legal and equitable charges and other security reservation of proprietary rights rights of tracing liens and all other rights and remedies of whatsoever nature in respect of the same;
- (e) the uncalled capital goodwill and all patents trade marks and service marks (whether registered or not) brand and trade names registered designs design rights copyrights computer programs systems tapes disks software and other rights (including internet domain names) inventions confidential information know-how and all other intellectual or intangible property or rights and all applications for the protection of any of the foregoing in any part of the world, and all licences agreements and ancillary and connected rights and benefits including all royalties fees and other income accruing or arising from the same both present and future of the Company;

- (f) all present and future contracts or policies of insurance (including life policies) in which the Company now or hereafter has an interest and all rights claims and moneys from time to time payable thereunder including any refund of premiums;
- (g) the undertaking and all other property assets and rights of the Company whatsoever and wherever located both present and future (including but not limited to the stock-in-trade of the Company and all other items ordinarily disposed of by the Company in the normal course of trading as a going concern) and the heritable property and the whole of the property assets and rights in Scotland which is or may be from time to time while this Deed is in force comprised in the property and undertaking of the Company and the Charged Assets set out in paragraphs (a) to (f) above (if and in so far as the charges thereon contained in this Deed shall for any reason be ineffective as fixed charges).

4.02 The charges hereby created shall:

- (a) as regards the Charged Assets set out in Clause 4.01(a), (b), (c), (e) and (f) be first fixed charges, to the extent capable in law of being so charged (and as regards all those parts of the freehold leasehold and commonhold property now vested in the Company shall constitute a charge by way of legal mortgage thereon);
- (b) as regards the Charged Assets set out in Clause 4.01(d) be a first fixed charge in so far as such debts revenues and claims are from time to time paid or agreed to be paid into a blocked account monitored and controlled by the Lender and a first floating charge (subject to Clause 5.02) in so far as not within such fixed charge; and
- (c) as regards the Charged Assets set out in Clause 4.01(g) be a first floating charge (subject to Clause 5.02).

4.03 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charges created by this Deed to the intent that each such charge shall be a 'qualifying floating charge' within the meaning of that paragraph.

4.04 To the extent that any of the Charged Assets constitute financial collateral and the security created by this Deed constitutes a security financial collateral arrangement (as each such term is defined in the Financial Collateral Arrangements (No 2) Regulations 2003), the Lender shall have the right at any time after the guarantees and security hereby created become enforceable to appropriate all or any part of such Charged Assets in or towards satisfaction of the moneys obligations and liabilities hereby secured. The value of any such Charged Assets so appropriated shall, in the case of cash, be the amount standing to the credit of the relevant account together with any accrued but unpaid interest at the time of appropriation and, in the case of Securities, be the current market value as listed on a recognised exchange or index at the time of appropriation or, failing such, such amount as is otherwise determined by the Lender acting in a commercially reasonable manner.

4.05 Upon the security created by the Deed becoming enforceable all dividends and other distributions paid to or otherwise received by any Company in respect of any Securities shall be held by such Company on trust for the Lender and any and all voting and other rights and powers attaching to the Securities shall be held on trust for the Lender and be exercised solely in accordance with any directions given by the Lender.

4.06 Each Company hereby applies to the Chief Land Registrar for the registration against the registered titles (if any) specified in Schedule 3 in relation to such Company (and any unregistered properties subject to first registration at the date hereof) of the following restriction for the protection of the charge created by this Deed:

'Except under an Order of the Registrar no disposition charge or other security interest is to be registered or noted without the consent of the proprietor for the time being of Charge No [.]'

5. NEGATIVE PLEDGE AND CRYSTALLISATION OF FLOATING CHARGE

5.01 Each Company hereby covenants that it will not without the prior consent in writing of the Lender:

- (a) sell assign discount factor pledge charge release set off or otherwise dispose of the property rights or assets set out in Clause 4.01(d) or any part thereof or deal with the same otherwise than in accordance with Clause 6.02(a);

- (b) create or attempt to create or permit to subsist any mortgage debenture charge or pledge upon or permit any lien or other encumbrance (save a lien arising by operation of law in the ordinary course of trading) to arise on or affect the Charged Assets or any part thereof; or
- (c) part with possession of transfer or sell lease or otherwise dispose of the Charged Assets or any part thereof or attempt or agree so to do (except in the case of assets charged by way of floating charge only which may be sold at market value in the usual course of trading as now conducted for the purpose of carrying on business as a going concern).

5.02 Notwithstanding anything herein contained, if any Company charges pledges or otherwise encumbers whether by way of a fixed or floating security any of the assets charged by way of floating charge or takes any steps so to do without the prior consent in writing of the Lender or if any person levies or attempts to levy any distress execution sequestration or other process or to obtain an injunction against any of such assets, the charge hereby created over the assets the subject thereof shall automatically without notice operate as a fixed charge.

5.03 If the Lender receives notice of any subsequent mortgage charge assignment or other disposition affecting the Charged Assets or any part thereof or interest therein the Lender may open a new account for the Company; if the Lender does not open a new account then unless the Lender gives express written notice to the contrary to the Company it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by or on behalf of the Company to the Lender shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount due from the Company to the Lender at the time when it received such notice.

6. COVENANTS BY THE CHARGING GROUP

6.01 The members of the Charging Group hereby covenant with the Lender that during the continuance of this security each Company will and shall procure that each of its subsidiaries will at all times:

- (a) conduct and carry on its business in a proper and efficient manner and not make any substantial alteration in the nature of or mode of conduct of that business and keep or cause to be kept proper books of account relating to such business;
- (b) observe and perform all covenants and stipulations from time to time affecting its freehold leasehold commonhold or heritable property or the mode of user or the enjoyment of the same and not without the prior consent in writing of the Lender enter into any onerous or restrictive obligations affecting any such property or make any structural or material alteration thereto or do or suffer to be done on any such property anything which is 'development' as defined in s 55 of the Town and Country Planning Act 1990 nor do or suffer or omit to be done any act matter or thing which would have a material adverse effect on the value or marketability of any such property;
- (c) observe and perform all covenants and stipulations from time to time affecting its patents trade marks and service marks brand and trade names registered designs design rights copyrights computer programs systems software inventions and other intellectual or intangible property or rights and all applications for the protection of the same and any licence or ancillary or connected rights or benefits from time to time relating to the same and take all necessary action to register preserve maintain and renew when necessary or desirable all such property licences and rights and not permit the same to be abandoned or cancelled or to lapse;
- (d) keep all buildings and erections and all plant machinery fixtures fittings vehicles computers and equipment and effects and every part thereof in good and substantial repair and in good working order and condition with recognisable identification markings and not pull down or remove or sell or otherwise dispose of any of the same without the prior consent in writing of the Lender except in the ordinary course of use repair maintenance or improvement. If any Company is at any time in default in complying with this covenant the Lender shall be entitled but not bound to repair and maintain the same and any sum so expended by the Lender shall be repayable by such Company to the Lender on demand together with interest at the Default Rate from the date of payment by the Lender;
- (e) comply with all laws regulations directives and codes of practice relating to the Environmental Matters applicable to the Company or its subsidiaries or their respective businesses or to the Charged Assets and with any licence or approval relating thereto and obtain and maintain in full force and effect all such licences

and approvals as are necessary or desirable or obtained by prudent companies with similar assets or carrying on similar businesses and promptly on receipt provide the Lender with copies of all such licences and approvals and of any amendments thereto;

(f) promptly on becoming aware of the same notify the Lender of the following:

- (i) any indication that any of the properties hereby charged is or might be identified as 'contaminated land' within the meaning of Part IIA of the Environmental Protection Act 1990;
- (ii) any claim notice of violation prosecution official warning abatement or other order relating to Environmental Matters or requiring compliance with any environmental law regulation directive or code of practice or with any licence or approval relating to Environmental Matters which is pending or threatened against the Company or any of its subsidiaries or any of their respective officers in their capacity as such or against any of the Charged Assets or its occupier or of any requirement to make any investment or expenditure or to take or desist from taking action which might have a material adverse effect on the Company or any of its subsidiaries or on any of the Charged Assets;
- (iii) the existence or recent existence of any Environmental Matters at any of the properties occupied by the Company or any of its subsidiaries which may give rise to any environmental liability and take or procure the taking of all necessary action to remedy or remove or prevent the incursion of such environmental matters in a manner which complies with all environmental laws regulations directives and codes of practice;
- (iv) any facts or circumstances entitling any environmental licence or approval to be revoked suspended amended or not renewed where this might have a material adverse effect on the Company or any of its subsidiaries or their respective businesses or any of the Charged Assets and of any requirement to make any investment or expenditure or to take or desist from taking any action where this might have a similar effect; and
- (v) full details of any inspections investigations audits tests or other analyses concerning Environmental Matters relating to the Company or any of its subsidiaries or to any of the Charged Assets.

(g) at its own expense insure and keep insured all its property and effects whatsoever of an insurable nature with insurers previously approved by the Lender in writing against loss or damage by fire civil commotion explosion earthquake subsidence landslip heave aircraft and articles dropped there from flood storm lightning burst pipes theft malicious damage impact and such other risks and contingencies as the Lender shall from time to time request to the full replacement value thereof from time to time including architects, surveyors, engineers and all other professional fees and demolition charges together with full provision for estimated inflation and loss of rent for three years in the name of the Company concerned with the interest of the Lender noted on the policy and with the policy containing such provisions for the protection of the Lender as the Lender may reasonably require to avoid the interest of the Lender being prejudiced by any act of any member of the Charging Group or of any occupier and maintain such other insurance policies (with the interest of the Lender noted thereon) containing like provisions for the protection of the Lender as are normally maintained by prudent companies carrying on similar businesses and duly pay all premiums and other moneys necessary for effecting and keeping up such insurances and on demand produce to the Lender the policies of such insurance and proof of such payments failing which the Lender may take out or renew such insurances in any sum which the Lender may think expedient and all money expended by the Lender under this provision shall be reimbursed by the Company on demand and bear interest at the Default Rate from the date of payment by the Lender. All moneys to be received by virtue of any insurance maintained or effected by any Company (other than in respect of employer's or public liability) shall be paid to the Lender (or, if not paid by the insurers directly to the Lender, held on trust for the Lenders) and shall at the option of the Lender be applied in replacing restoring or reinstating the property or assets destroyed damaged or lost (any deficiency being made good by the Company which owned the same) or (save in the case of leasehold premises) in reduction of the moneys obligations and liabilities hereby secured;

(h) punctually pay and indemnify the Lender and any administrator or receiver appointed by it pursuant to the powers herein contained against all existing and future rent rates taxes duties charges assessments impositions and outgoings whatsoever (whether imposed by agreement statute or otherwise and whether in the nature of capital or revenue and even if wholly novel) now or at any time during the continuance of this security payable in respect of the Charged Assets or any part thereof or by the owner or occupier thereof. If any such sums shall be paid by the Lender or by any such administrator or receiver the same shall be repaid by the Company which owned the same on demand with interest at the Default Rate;

- (i) not (without the prior consent in writing of the Lender) vary surrender cancel assign charge or otherwise dispose of or permit to be forfeit its leasehold interest in any premises or any credit sale hire purchase leasing rental licence or like agreement for any material equipment used in its business or agree any rent review but shall generally fulfil its obligations under every such lease and agreement and when required produce to the Lender proof of all payments from time to time due from the Company thereunder;
- (j) not (without the prior consent in writing of the Lender) form or acquire any subsidiary or transfer sell lease or dispose of any Charged Assets to any connected person (as defined by s 249 of the Insolvency Act 1986) save on terms previously approved in writing by the Lender;
- (k) not do or cause or permit to be done anything which may in any way depreciate jeopardise or otherwise prejudice the value to the Lender or marketability of the security hereby created and not (without the prior consent in writing of the Lender) incur any expenditure or liabilities of an exceptional or unusual nature.

6.02 The members of the Charging Group hereby further jointly and severally covenant with the Lender that during the continuance of this security each Company will:

- (a) collect and realise all book and other debts revenues and claims hereby charged and pay all moneys which it may receive in respect thereof forthwith on receipt into such account as the Lender shall from time to time direct or failing any such direction into such Company's account with the Lender and pending such payment hold such moneys on trust for the Lender and not (without the prior consent in writing of the Lender) charge or otherwise dispose of or otherwise deal with all or any of the same or purport so to do;
- (b) furnish to the Lender copies of the profit and loss account balance sheet and Directors' Report in respect of each financial year of such Company and such of the holding companies and subsidiaries of such Company or its holding companies as the Lender may from time to time require showing a true and fair view of their respective affairs profit or loss and source and application of funds certified by duly qualified auditors approved by the Lender forthwith upon the same becoming available and not in any event later than the expiration of four months from the end of such financial year and also at the time of issue copies of all statements and circulars to shareholders or to any class of creditors and from time to time such other information statements forecasts and projections of such Company and such of the holding companies and subsidiaries of such Company or its holding companies as the Lender may require;
- (c) not (without the prior consent in writing of the Lender) permit any person:
 - (i) to be registered as proprietor under the Land Registration Act 2002 of any freehold leasehold or commonhold property present or future from time to time hereby charged or any part thereof nor create or permit to arise any overriding interest as therein defined affecting such property; or
 - (ii) to become entitled to any proprietary right or interest which might affect the value or marketability of any land fixtures or fixed plant and machinery hereby charged;
- (d) not (without the prior consent in writing of the Lender) redeem or purchase its own shares nor pay an abnormal amount by way of dividend;
- (e) inform the Lender immediately on contracting to purchase any estate or interest in any freehold leasehold commonhold or heritable property and to supply the Lender with such details of the purchase as the Lender may from time to time require.
- (f) deposit with the Lender and permit the Lender during the continuance of this security to hold and retain the following:
 - (i) all deeds and document of title relating to all freehold leasehold and heritable property from time to time belonging to such Company (and the insurance policies relating thereto);
 - (ii) all stock and share certificates and documents of title relating to the Securities and such deeds of transfer in blank and other documents as the Lender may from time to time require for perfecting the title of the Lender to the Securities (duly executed by or signed on behalf of the registered holder) or for vesting or enabling it to vest the same in itself or its nominees or in any purchaser;
 - (iii) all assurance policies from time to time effected by any Company on the lives of key officers and employees; and
 - (iv) all such documents relating to the Charged Assets as the Lender may from time to time require;

(g) if required by the Lender procure that each (wholly owned) subsidiary of the Company shall guarantee to the Lender payment of all moneys obligations and liabilities hereby covenanted to be paid and charge all its undertaking property and assets to secure the same in such manner as the Lender shall from time to time require.

6.03 Each member of the Charging Group hereby acknowledges that:

- (a) the Lender, its agents and their respective employees shall have powers at reasonable times at the expense of any such member to enter on and inspect any of the Charged Assets for compliance with the covenants contained in this Deed and to remedy any breach; and
- (b) on the occurrence of any of the events of default specified in Clause 2.03 the Lender shall be entitled at the expense of any such member to institute an investigation into and obtain a report for accountants lawyers and/or valuers of the Lender's choosing on the business affairs and financial position of such member and its subsidiaries.

7. FURTHER ASSURANCE

7.01 Each Company shall at any time if and when required by the Lender execute such further legal or other mortgages fixed or floating charges or assignments in favour of the Lender as the Lender shall from time to time require over all or any of the Charged Assets both present and future including but not limited to assets specified in any notice converting a floating charge into a fixed charge, all freehold leasehold commonhold and heritable properties present and future, the Securities and an assignment to the Lender of such of the book and other debts revenues and claims of such Company as the Lender shall from time to time require and all rights and remedies relating thereto both present and future (including any vendor's lien) to secure all moneys obligations and liabilities hereby covenanted to be paid or otherwise hereby secured or to facilitate the realisation of the Charged Assets or the exercise of the powers conferred on the Lender or an administrator or a receiver appointed hereunder such further mortgages charges or assignments to be prepared by or on behalf of the Lender at the cost of the Company and to contain an immediate power of sale without notice a clause excluding s 93 and the restrictions contained in s 103 of the Law of Property Act 1925 and such other clauses for the benefit of the Lender as the Lender may reasonably require.

8. POWERS OF THE LENDERS

8.01 At any time after the Lender shall have demanded payment of any money hereby secured or any step is taken by any Company or any other person to appoint an administrator, liquidator, provisional liquidator, receiver or similar officer of any Company or any subsidiary of any of them or any of their respective assets or if so requested by any Company, the Lender may appoint an administrator of any Company or all of them or a receiver of all or part of the Charged Assets to the extent permitted by law or (without so appointing) may exercise without further notice and without the restrictions contained in ss 103 and 109 of the Law of Property Act 1925 all the powers conferred on mortgagees by that Act as varied or extended by this Deed, all the powers conferred on the holder of a qualifying floating charge by the Insolvency Act 1986 and all other rights powers and discretions conferred by this Deed on an administrator or a receiver appointed hereunder.

8.02 Section 93 of the Law of Property Act 1925 shall not apply to this security or to any security given to the Lender pursuant hereto.

8.03 The statutory powers of leasing conferred on the Lender shall be extended so as to authorise the Lender in its own name or that of the relevant Company to lease and make agreements for leases at a premium or otherwise and accept surrenders of leases and grant options on such terms and conditions as the Lender shall consider expedient and without the need to observe any of the provisions of ss 99 and 100 of the Law of Property Act 1925.

8.04 Any sale or other disposition by the Lender or by any of its nominees or by a receiver may be made either subject to or discharged from any prior mortgage charge or encumbrance or upon such terms as to indemnity as the Lender or such receiver may think fit and the Lender or the receiver may settle and pass the

accounts of any person in whom such prior mortgage charge or encumbrance may from time to time be vested and any accounts so settled and passed shall as between the Lender the receiver and the Charging Group be deemed to be properly settled and passed and shall be binding on the Charging Group accordingly.

8.05 If the persons entitled to the benefit of any prior mortgage charge or encumbrance shall call in the money thereby secured or shall take any step to enforce the same the Lender may thereupon pay off those concerned and take a transfer of the benefit thereof or redeem the same and the money so expended by the Lender and all costs of and incidental to the transaction incurred by the Lender shall be added to the moneys obligations and liabilities hereby secured and bear interest at the Default Rate.

9. APPOINTMENT AND POWERS OF ADMINISTRATOR AND RECEIVER

9.01 At any time after the powers of the Lender under this Deed become enforceable the Lender may in writing under its Common Seal or under the hand of any authorised officer appoint any person to be an administrator of any Company or a receiver of the Charged Assets or any part thereof to the extent permitted by law.

9.02 Any appointment of a receiver over part only of the Charged Assets will not preclude the Lender from subsequently appointing any further receiver over any other part of the Charged Assets. Where more than one receiver is appointed, each may act independently of the others unless the appointment otherwise specifies.

9.03 The Lender may from time to time fix the remuneration of any administrator or receiver and may (subject to obtaining any necessary court order) remove any receiver from all or any of the assets over which he has been so appointed and appoint another in his place.

9.04 Any administrator or receiver so appointed shall have no authority to act as agent of the Lender but shall be the agent of the Company for which he is appointed and such Company shall be solely responsible for his acts or defaults and for his remuneration.

9.05 An administrator (in addition to the powers conferred pursuant to Sch B1 to the Insolvency Act 1986) and a receiver appointed hereunder shall have all the powers conferred from time to time on receivers by statute (in the case of powers conferred by the Law of Property Act 1925 without the restrictions contained in s 103 of that Act and so that powers set out in Sch 1 to the Insolvency Act 1986 shall extend to all receivers appointed hereunder whether or not they are administrative receivers).

9.06 Any receiver appointed by the Lender shall in addition have power on behalf and at the cost of the Company concerned (notwithstanding liquidation of such Company) to do or omit to do anything which such Company could do or omit to do in relation to the Charged Assets which are the subject of the appointment or subject to enforcement by the Lender (the 'Relevant Assets') or any part thereof and in particular (but without limitation) any such receiver shall have power to:

- (a) take possession of collect get in and give receipts binding on the Company for all or any of the Relevant Assets, exercise in respect of any contracts or the Securities comprised therein all voting or other powers or rights in such manner as he may think fit and bring defend or discontinue any proceedings or submit to arbitration in the name of the Company or otherwise as may seem expedient to him;
- (b) carry on manage develop reconstruct amalgamate or diversify the business of the Company or any part thereof or concur in so doing, lease or otherwise acquire and develop properties or other assets without being responsible for loss or damage and raise or borrow any money (including money for the completion with or without modification of any building in the course of construction or renovation and any development or project in which the Company was engaged) from or incur any other liability to the Lender or others on such terms with or without security as he may think fit and so that any such security may be or include a charge on the whole or any part of the Relevant Assets ranking in priority to this security or otherwise;
- (c) without the restrictions imposed by s 103 of the Law of Property Act 1925 or the need to observe any of the provisions of ss 99 and 100 of such Act sell by public auction or private contract, let vary the terms surrender or accept surrenders of leases or tenancies grant options or licences or otherwise dispose of or deal with all or any of the Relevant Assets or concur in so doing in such manner for such consideration and generally on such terms and conditions as he may think fit with full power to convey let surrender accept surrenders or otherwise transfer or deal with such Relevant Assets in the name and on behalf of the Company concerned or otherwise. Any such sale lease or disposition may be for cash debentures or other

obligations, shares stock securities or other valuable consideration and be payable immediately or by instalments and so that any consideration received or receivable shall ipso facto forthwith be and become charged with the payment of all moneys obligations and liabilities hereby secured. Plant machinery fixtures (including trade and tenants' fixtures) fittings and equipment may be severed and sold separately from the premises containing them and the receiver may apportion any rent and the performance of any obligations affecting the premises sold without the consent of the Company;

(d) promote the formation of companies with a view to the same purchasing leasing licensing or otherwise acquiring interests in all or any of the Relevant Assets or otherwise, arrange for such companies to trade or cease to trade and to purchase lease license or otherwise acquire all or any of the Relevant Assets on such terms and conditions whether or not including payment by instalments secured or unsecured as he may think fit;

(e) make any arrangement or compromise allow time for payment or enter into abandon cancel or disregard any contracts which he shall think expedient;

(f) make and effect such repairs renewals and improvements to the Relevant Assets or any part thereof as he may think fit and maintain renew take out or increase insurances;

(g) appoint managers agents officers and employees for any of such purposes or to guard or protect the Relevant Assets at such salaries and commissions for such periods and on such terms as he may determine and dismiss the same;

(h) without any further consent by or notice to the Company exercise on behalf of the Company all the powers and provisions conferred on a landlord or a tenant by the Landlord and Tenant Acts 1927 to 1988, the Rent Acts 1974 to 1985, the Agricultural Holdings Acts 1986 to 1990 or any other legislation from time to time in force relating to rents or agriculture in respect of any part of the Relevant Assets but without any obligation to exercise any of such powers and without any liability in respect of powers so exercised or omitted to be exercised;

(i) sign any document execute any deed and do all such other acts and things as may be considered by him to be incidental or conducive to any of the matters or powers aforesaid or to the preservation or realisation of the security of the Lenders and to use the name of the Company for all the above purposes.

9.07 All money received by the Lender or by any receiver appointed by the Lender in the exercise of any powers conferred by this Deed shall be applied after the discharge of the remuneration and expenses of such receiver and all liabilities having priority thereto in or towards satisfaction of such of the moneys obligations and liabilities hereby secured and in such order as the Lender in its absolute discretion may from time to time conclusively determine (save that the Lender may credit the same to a suspense account for so long and in such manner as the Lender may from time to time determine and the receiver may retain the same for such period as he and the Lender consider expedient).

9.08 No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Lender or any administrator or receiver appointed by any of them to exercise any of the powers hereby conferred has arisen or not or be concerned with notice to the contrary or with the propriety or validity of the exercise or purported exercise of such powers.

9.09 Each Company hereby covenants with the Lender on demand to pay all costs charges and expenses incurred by the Lender or by any receiver appointed by the Lender hereunder or which any of them shall incur (other than by wilful default) in or about the enforcement preservation or attempted preservation of this security or of the Charged Assets or any of them on a full indemnity basis with interest at the Default Rate from the date of payment by the Lender or such receiver (both before and after judgment). Any such receiver shall be entitled to remuneration appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted by such receiver in accordance with the current practice of his firm.

9.10 Neither the Lender nor any such administrator or receiver shall be liable to account as mortgagee in possession in respect of all or any of the Charged Assets nor be liable for any loss upon realisation or for any neglect or default of any nature whatsoever in connection therewith for which a mortgagee in possession may be liable as such.

9.11 Each Company hereby agrees to indemnify the Lender and any such administrator or receiver against all losses actions claims expenses demands and liabilities whether in contract tort equity or otherwise now or hereafter incurred by any of them or by any manager agent officer or employee for whose liability act or omission any of them may be answerable for anything done or omitted in the exercise or purported exercise of the powers herein contained or occasioned by any breach by any Company of any of

its covenants or other obligations under this Deed or by any claim or order relating to pensions or to Environmental Matters. Such Company shall so indemnify the Lender and any such administrator or receiver on demand and shall pay interest on the sum demanded at the Default Rate (both before and after judgment).

10. POWER OF ATTORNEY

10.01 Each Company by way of security hereby irrevocably appoints the Lender and the persons deriving title under it and (jointly and severally) any administrator or receiver appointed hereunder to be its attorney in its name and on its behalf and as its act and deed or otherwise to execute and complete any documents which the Lender may require for perfecting its title to or for vesting the Charged Assets both present and future in the Lender or its nominees or in any purchaser and otherwise generally to sign seal and deliver and otherwise perfect any such legal or other mortgage charge or assignment referred to in Clause 7 (*Further Assurance*) and all such deeds and documents and to do all such acts and things as may be required for the full exercise of the powers hereby conferred including any sale lease disposition realisation or getting in and this appointment shall operate as a general power of attorney made under s 10 of the Powers of Attorney Act 1971

10.02 Each Company hereby covenants with the Lender and separately with any such administrator or receiver to ratify and confirm any deed document act and thing and all transactions which any such attorney may lawfully execute or do.

11. EXCLUSION OF THE CHARGING GROUP'S POWERS OF LEASING

11.01 During the continuance of this security the statutory and any other powers of leasing letting entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies shall not in relation to the Charged Assets or any part thereof be exercisable by the Charging Group nor shall any member of the Charging Group part with or share possession of the same or any part thereof nor confer any licence right or interest to occupy nor grant any licence or permission to change the use of or to assign underlet or part with or share possession of the same or any part thereof nor agree suffer or permit any variation or addition to the terms of any lease tenancy or licence without in every such case obtaining the prior consent in writing of the Lender under the hand of an authorised officer of the Lender.

12. CONTINUING SECURITY

12.01 This security shall be a continuing security notwithstanding any settlement of account, the refusal or invalidity of any credit or facilities at any time made available to any Company or other matter whatsoever and is in addition to and shall not merge with or otherwise prejudice or affect any contractual or other right or remedy or any guarantee indemnity lien pledge bill note mortgage charge or other security (whether created by the deposit of documents or otherwise) now or hereafter held by or available to the Lender and shall not be in any way prejudiced or affected thereby or by the invalidity thereof or by the Lender now or hereafter dealing with exchanging releasing varying or abstaining from perfecting or enforcing any of the same or any rights which it may now or hereafter have or giving time for payment or indulgence or compounding with any Company or any other person liable.

13. CURRENCY CLAUSES

13.01 All moneys received or held by the Lender or by an administrator or a receiver under this Deed may from time to time after demand has been made be converted into such other currency as such person considers necessary or desirable to cover the obligations and liabilities actual or contingent of the Company in that other currency at the spot rate of exchange then prevailing in the London Foreign Exchange Market (as conclusively determined by the Lender) for purchasing that other currency with the existing currency.

13.02 If and to the extent that the Company fails to pay the amount due on demand the Lender may in its absolute discretion without notice to the Company purchase at any time thereafter so much of any currency as the Lender considers necessary or desirable to cover the obligations and liabilities of the Company in such currency hereby secured at the spot rate of exchange then prevailing in the London Foreign Exchange

Market (as conclusively determined by the Lender) for purchasing such currency with sterling and each Company hereby agrees to indemnify the Lender against the full sterling cost incurred by the Lender for such purchase.

13.03 Neither the Lender nor any administrator or receiver shall be liable to the Company for any loss resulting from any fluctuation in exchange rates before or after the exercise of the foregoing powers or for any loss caused by the determination of deposits prior to maturity.

13.04 No payment to the Lender (whether under any judgment or court order or otherwise) shall discharge the obligation or liability of the Company in respect of which it was made unless and until the Lender shall have received payment in full without any set off, tax or other deduction in the currency in which such obligation or liability was incurred and to the extent that the amount of any such payment shall on actual conversion into such currency fall short of such obligation or liability actual or contingent expressed in that currency the Lender shall have a further separate cause of action against the members of the Charging Group and shall be entitled to enforce the charges hereby created to recover the amount of the shortfall.

14. MISCELLANEOUS

14.01 Each of the provisions of this Deed is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid illegal or unenforceable, the validity legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

14.02 Each Company agrees to be bound by this Deed notwithstanding that any other Company which was intended to execute or to be bound may not do so or be effectually bound and notwithstanding that any guarantees or charges herein contained may be determined or become invalid or unenforceable against any other Company whether or not the deficiency is known to the Lender. The Lender shall be at liberty to release any Company from this Deed and to compound with or otherwise vary or agree to vary the liability of or to grant time or indulgence to or make other arrangements with any Company or any other person without prejudicing or affecting the rights and remedies of the Lender against any other Company.

14.03 No failure or delay by the Lender in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy.

14.04 It is hereby certified by each of the Companies that neither the execution of this Deed nor the creation of the guarantees and charges herein contained contravenes any of the provisions of the constitution or Articles of Association of any member of the Charging Group.

14.05 Any notice or other communication (including any demand for payment by the Lender hereunder) shall be made in writing and shall be delivered by hand, prepaid first class post or other form of next working day delivery service or by facsimile transmission and shall be sent to:

(a) the Parent Company and any other member of the Charging Group at:
7, St John Road, Harrow, England, HA1 2EY
marked for the attention of The Directors;

(b) the respective Charging Subsidiaries at the address specified against its name in Schedule 1 (or to its registered office) marked for the attention of: the Directors and (b)

(c) to the Lender at:
6th Floor, 49 Peter Street, Manchester, England M2 3NG
marked for the attention of: The Directors.

14.06 Any notice or demand sent:

- (a) by hand shall be deemed to have been received at the time it is left at the relevant address;
- (b) by prepaid first class post or other next working day delivery service shall be deemed to have been delivered on the next Business Day after posting notwithstanding that it be undelivered or returned undelivered and in proving such service it shall be sufficient to prove that the notice or demand was properly addressed and posted;
- (d) by electronic mail transmission will not be valid or effective;
- (e) so as to be deemed by the preceding paragraphs to have been received after 5:00pm in the place of receipt shall instead be deemed to have become effective on the next following Business Day.

14.07 Any notice or demand or any certificate as to the amount at any time secured hereby shall in the absence of manifest error be conclusive and binding upon the Company if signed by an officer of the Lender.

14.08 Notwithstanding any other provision of this Deed, neither the obtaining by the Borrower of a moratorium under Sch A1 to the Insolvency Act 1986 nor the taking of any step with a view to obtaining such shall operate as an event causing any floating charge under this Deed to crystallise or permitting the appointment of a receiver in respect of any or all of the Charged Assets or otherwise impose any additional restriction not otherwise applicable upon the disposal of any property by the Company.

14.09 No person other than a party to this Deed, the successors and assigns of the Lender and any of the Lenders, or an administrator, receiver or investigator appointed by the Lender may enforce any of the terms of this Deed under the Contracts (Rights of Third Parties) Act 1999 and no consent of any third party is required for any variation or termination of this Deed. Notwithstanding the foregoing, the provisions of Clause 9.11 of this Deed are intended also to apply for the benefit of, and accordingly may be enforced by, any administrator or receiver appointed hereunder and any manager agent officer or employee of the Lender or such administrator or receiver as referred to in Clause 9.11.

14.10 This Deed shall be governed and interpreted in accordance with English law.

14.11 The High Court of Justice in England shall have exclusive jurisdiction to settle any dispute arising out of this Deed including any disputes relating to the existence, validity or termination of this Deed or the consequences of its nullity. The parties further agree that the High Court of Justice in England is the most appropriate forum to settle any such dispute between them and, accordingly, that they will not argue to the contrary.

14.12 The provisions of Clause 14.11 and this Clause 14.12 are for the benefit of the Lender only and nothing in Clause 14.11 shall prevent the Lender from taking proceedings relating to a dispute arising out of this Deed in any other courts having jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

This document has been executed as a Deed and delivered on the date first set out above.

SCHEDULE 1 THE CHARGING SUBSIDIARIES

| (1) <i>Company</i> | (2) <i>Number</i> | (3) <i>Registered Office</i> | (4) <i>Address etc for Notices</i> |
|----------------------------|----------------------|---|---|
| That's Media Group Limited | 07843843 | 7 St. Johns Road, Harrow, Middlesex, England, HA1 2EY | 7 St. Johns Road, Harrow, Middlesex, England, HA1 2EY |
| Six TV Limited | 07896329 | 7 St. Johns Road, Harrow, Middlesex, England, HA1 2EY | 7 St. Johns Road, Harrow, Middlesex, England, HA1 2EY |
| That's Television Limited | 09081714 | 7 St. Johns Road, Har- row, Middlesex, England, HA1 2EY | 7 St. Johns Road, Har- row, Middlesex, England, HA1 2EY |
| That's Solent Limited | 08092313 | 7 St. Johns Road, Har- row, Middlesex, England, HA1 2EY | 7 St. Johns Road, Har- row, Middlesex, England, HA1 2EY |
| That's Oxford Limited | 08090930 | 7 St. Johns Road, Har- row, Middlesex, England, HA1 2EY | 7 St. Johns Road, Har- row, Middlesex, England, HA1 2EY |
| Cambridge Presents Limited | 08610714 | 7 St. Johns Road, Har- row, Middlesex, England, HA1 2EY | 7 St. Johns Road, Har- row, Middlesex, England, HA1 2EY |
| That's Berkshire Limited | 08826089 | 7 St. Johns Road, Har- row, Middlesex, England, HA1 2EY | 7 St. Johns Road, Har- row, Middlesex, England, HA1 2EY |

| | | | |
|---|---------------------|--|--|
| That's Hampshire Limited | 08826096 | 7 St. Johns Road, Harrow, Middlesex, England, HA1 2EY | 7 St. Johns Road, Harrow, Middlesex, England, HA1 2EY |
| That's Salisbury Limited | 08826026 | 7 St. Johns Road, Harrow, Middlesex, England, HA1 2EY | 7 St. Johns Road, Harrow, Middlesex, England, HA1 2EY |
| That's Surrey Limited | 08826004 | 7 St. Johns Road, Harrow, Middlesex, England, HA1 2EY | 7 St. Johns Road, Harrow, Middlesex, England, HA1 2EY |
| <i>2/10/00</i> <i>Hebat</i> Your TV Manchester Limited | 07974777 | 7 St. Johns Road, Harrow, Middlesex, England, HA1 2EY | 7 St. Johns Road, Harrow, Middlesex, England, HA1 2EY |
| Your TV Preston Limited | 07984732 | 7 St. Johns Road, Harrow, Middlesex, England, HA1 2EY | 7 St. Johns Road, Harrow, Middlesex, England, HA1 2EY |
| That's Carlisle Limited | 09157162 | 7 St. Johns Road, Harrow, Middlesex, England, HA1 2EY | 7 St. Johns Road, Harrow, Middlesex, England, HA1 2EY |
| Bay TV Swansea Limited | 08646349 | Bevan & Buckland, Langdon House, Langdon Road, Swansea, Wales, SA1 8QY | Bevan & Buckland, Langdon House, Langdon Road, Swansea, Wales, SA1 8QY |
| That's Productions Limited | 07982360 | 7 St. Johns Road, Harrow, England, HA1 2EY | 7 St. Johns Road, Harrow, England, HA1 2EY |

SCHEDULE 2 LAND

PART A - DETAILS OF REGISTERED LAND

| (1) County/District/ London Borough | (2) Title No | (3) Address of Property | (4) Company |
|---|-----------------|-------------------------------|----------------|
|---|-----------------|-------------------------------|----------------|

The address for service of the Lenders in the case of any registered land is:

PART B - DETAILS OF UNREGISTERED LAND

[Here insert name of Company concerned]

SCHEDULE 3

[Details of Plant Machinery and Equipment]

SCHEDULE 4 THE PRIOR CHARGES

| (1) <i>Name of Chargor</i> | (2) <i>Date and Nature of Charge</i> | (3) <i>Property Charged</i> | (4) <i>Principal Secured</i> | (5) <i>Chargee</i> |
|-------------------------------|---|--------------------------------|-------------------------------------|-----------------------|
|-------------------------------|---|--------------------------------|-------------------------------------|-----------------------|

SCHEDULE 5 GUARANTEE

1.01 This Guarantee is a continuing security and shall remain in full force and effect until all moneys now or hereafter payable by and all obligations and liabilities of each member of the Charging Group owed to the Lender hereby covenanted to be paid or otherwise secured have been paid discharged or satisfied in full notwithstanding the liquidation administration or other incapacity or any reconstruction reorganisation or change in the constitution of or the commencement of any moratorium in respect of any one or more such members or of all or any of the Guarantors or in the name and style thereof or any settlement of account or other matter whatsoever but the Lender may release any one or more of the Guarantors and notwithstanding any such release this Guarantee shall remain a continuing security binding on the other Guarantors.

1.02 This Guarantee is in addition to and shall not merge with or otherwise prejudice or affect any other right remedy guarantee indemnity or security and may be enforced notwithstanding the same or any other bill note mortgage charge pledge or lien now or hereafter held by or available to the Lender.

1.03 Notwithstanding that this Guarantee ceases to be continuing for any reason whatever the Lender may continue any account of the Charging Group or open one or more new accounts and the liability of the Guarantors hereunder shall not in any manner be reduced or affected by any subsequent transactions or receipts or payments into or out of any such account.

2.01 If any purported obligation or liability of the Charging Group to the Lender which, if valid, would have been the subject of this Guarantee is not or ceases to be valid or enforceable against any member of the Charging Group on any ground whatsoever whether or not known to the Lender including but not limited to any illegality or defect in or want of powers of such member or irregular exercise thereof or lack of authority by any person purporting to act on its behalf or any legal or other limitation (whether under the Limitation Acts or otherwise) disability incapacity or any change in the constitution of or any amalgamation reconstruction reorganisation liquidation or administration of or the commencement of any moratorium in respect of the Charging Group, all the Guarantors shall nevertheless be jointly and severally liable to the Lender in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantors were the principal debtors in respect thereof. The Guarantors hereby agree to keep the Lender fully indemnified against all damages loss costs and expenses arising from any failure of the Charging Group to carry out any such purported obligation or liability.

3.01 The liability of the Guarantors shall not be affected nor shall this Guarantee be discharged or diminished by reason of:

- (a) any present or future bill note guarantee indemnity mortgage charge pledge lien or other security or right or remedy held by or available to the Lender being or becoming wholly or in part void voidable or unenforceable on any ground whatsoever or by the Lender from time to time dealing with exchanging varying realising releasing or failing to perfect or enforce any of the same; or
- (b) the Lender compounding with discharging releasing or varying the liability of or granting any time indulgence or concession to any other member of the Charging Group or any other person or issuing confirming renewing determining varying or increasing any bill promissory note or other negotiable instrument accommodation facility or transaction in any manner whatsoever or concurring in accepting or varying any compromise arrangement or settlement or omitting to claim or enforce payment from any other member of the Charging Group or any other person; or
- (c) any act or omission which would not have discharged or affected the liability of the Guarantors had they been principal debtors instead of guarantors or by anything done or omitted which but for this provision might operate to exonerate the Guarantors.

3.02 The Guarantors jointly and severally warrant to the Lender that none of them have taken or received and undertake to procure that none of them do take or receive the benefit of any security from any Company or any other person extending to liabilities under this

Guarantee. If any such security is taken or any of the Guarantors receives the benefit of the same, the Guarantors hereby jointly and severally declare that such security and all moneys at any time received in respect thereof shall be held on trust for the Lender as a continuing security for the liabilities of the Guarantors to the Lender hereunder.

4.01 Until the ultimate balance owing by the Charging Group to the Lender hereby covenanted to be paid or otherwise secured has been paid or satisfied in full (and notwithstanding payment of a dividend in any liquidation or under any compromise or arrangement) the Guarantors jointly and severally waive all rights of subrogation and indemnity against the other members of the Charging Group and any other person liable and agree (unless so required by the Lender) not to demand or accept or to negotiate assign charge or otherwise dispose of any moneys obligations or liabilities now or hereafter due or owing to any of the Guarantors from any other member of the Charging Group or any co-guarantor or any promissory note bill of exchange guarantee indemnity mortgage charge or other security from the same or to take any step to enforce any right against such member or any co-guarantor or to claim any set-off or counterclaim against the same or to claim or prove in competition with the Lender in the liquidation of any other member of the Charging Group or any co-guarantor or have the benefit of or share in any payment or composition from the same or in any other guarantee indemnity or security now or hereafter held by the Lender for any moneys obligations or liabilities of such member. If any of the Guarantors is required to do any of the same by the Lender or otherwise receives any payment promissory note bill of exchange guarantee indemnity mortgage charge or other security or other benefit or exercises any set off or counterclaim or otherwise acts in breach of this Clause, anything so received and any benefit derived directly or indirectly by the Guarantors there from shall be held in trust for the Lender as a continuing security for the liability of the Guarantors to the Lender hereunder.

4.02 Any money received in connection with this Guarantee may be placed to the credit of a suspense account with a view to preserving the rights of the Lender to prove for the whole of its claims against the Charging Group or any other person liable or may be applied by the Lender in or towards satisfaction of such of the moneys obligations or liabilities of the Charging Group hereby guaranteed as the Lender in its absolute discretion may from time to time conclusively determine.

4.03 Any release discharge or settlement between any one or more of the Guarantors and the Lender shall be conditional upon no security disposition or payment to the Lender by any member of the Charging Group or any other person being void set aside or ordered to be refunded pursuant to any enactment or law relating to bankruptcy liquidation or insolvency or for any reason whatever and if such condition shall not be fulfilled the Lender shall be entitled to enforce this Guarantee subsequently as if such release discharge or settlement had not occurred and any such payment had not been made.

4.04 The Lender shall be entitled to retain this Deed after as well as before the payment discharge or satisfaction of all moneys obligations and liabilities that are or may become due owing or incurred to the Lender from the Charging Group for such period as the Lender may determine.

EXECUTED as a DEED and delivered by That's Media Limited pursuant to a resolution of the Board acting by

DANIEL CROSS
In the presence of

Director

Witness

[Signature]
[Signature] (Oliver James Topping)

Attwells Solicitors LLP
88 St Johns Wood High Street
London NW8 7SH
Tel: 0207 722 9898
Fax: 0207 722 5612

EXECUTED as a DEED and delivered by That's Media Group Limited

pursuant to a resolution of the Board acting by

DANIEL CASE
In the presence of

Director

Witness

[Signature]
of Toppis (Oliver-Sand)
Toppis

Attwells Solicitors LLP
88 St Johns Wood High Street
London NW8 7SH
Tel: 0207 722 9898
Fax: 0207 722 5612

EXECUTED as a DEED and delivered by That's Hampshire Limited
pursuant to a resolution of the Board acting by

DANIEL CASE
In the presence of

Director

Witness

[Signature]
of Toppis (Oliver-Sand)
Toppis

Attwells Solicitors LLP
88 St Johns Wood High Street
London NW8 7SH
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EXECUTED as a DEED and delivered by That's Salisbury Limited
pursuant to a resolution of the Board acting by

DANIEL CASE
In the presence of

Director

Witness

[Signature]
of Toppis (Oliver-Sand)
Toppis

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DANIEL CASE
In the presence of

Director

Witness

[Signature]
of Toppis (Oliver-Sand)
Toppis

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~~EXECUTED as a DEED and delivered by Your TV Manchester Limited
pursuant to a resolution of the Board acting by~~

~~In the presence of~~

~~Director~~

~~Witness~~

[Signature]
[Signature]

~~EXECUTED as a DEED and delivered by Your TV Preston Limited
pursuant to a resolution of the Board acting by~~

~~In the presence of~~

~~Director~~

~~Witness~~

[Signature]
[Signature]

EXECUTED as a DEED and delivered by That's Carlisle Limited

[Signature]
of Toppis (Oliver-Sand)
Toppis

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pursuant to a resolution of the Board acting by

DANIEL CASS

In the presence of

Director

Witness



J. Toppin (Oliver-James Toppin)

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EXECUTED as a DEED and delivered by Six TV Limited pursuant to a resolution of the Board acting by

DANIEL CASS

In the presence of

Director

Witness


J. Toppin (Oliver-James Toppin)

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EXECUTED as a DEED and delivered by That's Television Limited pursuant to a resolution of the Board acting by

DANIEL CASS

In the presence of

Director

Witness


J. Toppin (Oliver-James Toppin)

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EXECUTED as a DEED and delivered by That's Solent Limited pursuant to a resolution of the Board acting by

DANIEL CASS

In the presence of

Director

Witness


J. Toppin (Oliver-James Toppin)

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EXECUTED as a DEED and delivered by That's Oxford Limited pursuant to a resolution of the Board acting by

DANIEL CASS

In the presence of

Director

Witness


J. Toppin (Oliver-James Toppin)

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EXECUTED as a DEED and delivered by Cambridge Presents Limited pursuant to a resolution of the Board acting by

DANIEL CASS

In the presence of

Director

Witness


J. Toppin (Oliver-James Toppin)

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EXECUTED as a DEED and delivered by That's Berkshire Limited

pursuant to a resolution of the Board acting by

DANIEL CASS

In the presence of

Director

Witness

[Signature]
J. Toppin (Oliver-James)

Attwells Solicitors LLP
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EXECUTED as a DEED and delivered by Bay TV Swansea Limited
pursuant to a resolution of the Board acting by

DANIEL CASS

In the presence of

Director

Witness

[Signature]
J. Toppin (Oliver-James)

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EXECUTED as a DEED and delivered by That's Productions Limited
pursuant to a resolution of the Board acting by

DANIEL CASS

In the presence of

Director

Witness

[Signature]
J. Toppin (Oliver-James)

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EXECUTED as a DEED and delivered by STN Services Limited pursuant
to a resolution of the Board acting by

DANIEL CASS

In the presence of

Director

Witness

[Signature]
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