

MG01

Particulars of a mortgage or charge



136842/299

A fee is payable with this form.
We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

What this form is for
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

What this form is NOT for
You cannot use this form to
register particulars of a charge for a
company. To do this, please use
form MG01s

TUESDAY



LFXVXP5J
LD4 16/11/2010 37
COMPANIES HOUSE

1 Company details

Company number 0 4 0 8 6 4 6 6

Company name in full RCD1 Limited (the "Chargor")

For official use
4
→ **Filing in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation 0 5 / 1 1 / 2 0 1 0

3 Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Debenture dated 5 November 2010 made between RCD1 Limited and Barclays Bank PLC (the "Security Trustee")

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

All monies, obligations and liabilities at any time due, owing or incurred by the Chargor to any Secured Party (as defined in the continuation sheet) under the Finance Documents (as defined in the continuation sheet), whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or surety or in some other capacity) (the "Secured Obligations")

Note Capitalised terms not defined on this page are defined in the continuation sheets to this MG01.

Continuation page
Please use a continuation page if
you need to enter more details

MG01

Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	
Name	<input checked="" type="checkbox"/> Barclays Bank PLC (as Security Trustee)
Address	27 Soho Square London
Postcode	W 1 D 3 Q R
Name	
Address	
Postcode	

Continuation page
Please use a continuation page if you need to enter more details

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged	
--	--

Continuation page
Please use a continuation page if you need to enter more details

Short particulars

1 NATURE OF SECURITY

The Security (as defined in the continuation sheet) created under the Debenture was created:

- (a) in favour of the Security Trustee as trustee for the Secured Parties,
- (b) as a continuing security to secure the payment and discharge of the Secured Obligations, and
- (c) with full title guarantee (except that the covenant set out in Section 3(1) of the Miscellaneous Provisions Act is extended to all charges, encumbrances and rights, even if the Chargor did not know and could not reasonably have been expected to know about them).

See continuation sheets of this MG01 for full particulars of the property mortgaged and charged

MG01

Particulars of a mortgage or charge

7

Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

8

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9

Signature

Please sign the form here

Signature

Signature

X *Berwin Leighton Paisner LLP.* X

This form must be signed by a person with an interest in the registration of the charge

MG01

Particulars of a mortgage or charge

Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name KARU 27688 11 (14922877)

Company name Berwin Leighton Paisner LLP

Address Adelaide House

London Bridge

Post town London

County/Region

Postcode E C 4 R 9 H A

Country

DX 92 LONDON/CHANCERY LN

Telephone +44 (0)20 3400 1000

Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.

Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- The company name and number match the information held on the public Register
- You have included the original deed with this form
- You have entered the date the charge was created
- You have supplied the description of the instrument
- You have given details of the amount secured by the mortgagee or chargee
- You have given details of the mortgagee(s) or person(s) entitled to the charge
- You have entered the short particulars of all the property mortgaged or charged
- You have signed the form
- You have enclosed the correct fee

Important information

Please note that all information on this form will appear on the public record.

How to pay

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

Make cheques or postal orders payable to 'Companies House'.

Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Capitalised terms shall have the meanings defined below.

Pursuant to clause 4 of the Debenture

1 MORTGAGES AND FIXED CHARGED

1.1 Real Property

The Chargor has charged:

- (a) by way of first legal mortgage all Real Property described in Part 1 (*Details of Real Property*) below, and
- (b) by way of first fixed charge, except to the extent mortgaged under clause 4.1(a) of the Debenture (replicated at 1.1(a) above) or to the extent that any Real Property is Excluded Property, all other Real Property which it had at 5 November 2010 or may subsequently acquire or have an interest in.

1.2 Shares

The Chargor has charged by way of fixed charge all Shares, including those held for it by any nominee, trustee, fiduciary or clearing system.

1.3 Equipment

The Chargor has charged:

- (a) by way of first fixed charge all Equipment described in Part 3 (*Details of Key Equipment*) below (the "Key Equipment"), and
- (b) by way of first fixed charge, except to the extent charged under clause 4.3(a) of the Debenture (replicated at 1.3(a) above), all other Equipment which it had at 5 November 2010 or may subsequently acquire or have an interest in

1.4 Accounts

The Chargor has charged by way of first fixed charge all balances standing to the credit of the Accounts (other than balances standing to the credit of any Account that is Excluded Property).

1.5 Intellectual Property

The Chargor has charged:

- (a) by way of first fixed charge all Intellectual Property described in Part 4 (*Details of Intellectual Property*) below; and
- (b) by way of first fixed charge, except to the extent charged under clause 4.5(a) of the Debenture (replicated at 1.5(a) above), all other Intellectual Property which it had at 5 November 2010 or may subsequently acquire or have an interest in

1.6 Goodwill

The Chargor has charged by way of first fixed charge its goodwill.

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1.7 Uncalled capital

The Chargor has charged by way of first fixed charge all rights in relation to its uncalled capital.

1.8 Debts

The Chargor has charged by way of first fixed charge its Debts.

1.9 Authorisations

The Chargor has charged by way of first fixed charge the benefit of all Authorisations held in relation to any Charged Property.

1.10 Insurances

The Chargor has charged by way of first fixed charge all its rights and interests under all Insurance Policies.

Pursuant to clauses 5 and 6 of the Debenture:

2 ASSIGNMENTS

2.1 Third Party Accounts

The Chargor has assigned absolutely (subject to the proviso for reassignment contained in clause 20.1 (Redemption of Security) of the Debenture all rights and interests under the Third Party Accounts (other than the rights and interest under any Third Party Account that is Excluded Property).

2.2 Specific Contracts

The Chargor has assigned absolutely (subject to the proviso for reassignment contained in clause 20.1 of the Debenture (*Redemption of Security*) all its rights and interests under the Specific Contracts.

Pursuant to clause 7 of the Debenture:

3 FLOATING CHARGE

3.1 The Chargor has charged by way of floating charge all its present and future business, assets and undertaking which are not effectively mortgaged, assigned or charged by way of fixed charge under the Debenture.

3.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by the Debenture and the Security Trustee may appoint an administrator of the Chargor under that paragraph.

Pursuant to clause 8 of the Debenture:

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

4 **TRUST**

If, or to the extent that, the mortgaging, assignment or charging of any Charged Property is prohibited for any reason, the Chargor shall hold it on trust for the Security Trustee.

Pursuant to clause 10 5 of the Debenture

5 **Negative pledge**

The Chargor shall not, at any time during the Security Period, create or permit to subsist any Security over any Charged Property other than Permitted Security

Definitions and Interpretations:

In this Form MG01, unless a contrary indication appears or unless otherwise defined elsewhere in this Form MG01, words and expressions defined shall have the meaning set out below:

"Account" means any account opened or maintained at any time by the Chargor with the Security Trustee or other Finance Party (and any replacement account or subdivision or subaccount of that account and any renewal or redesignation of that account), the debt or debts represented by it and all Related Rights.

"Additional Guarantor" means a company which becomes a Guarantor in accordance with Clause 24 2 (*Additional Guarantors*) of the Facility Agreement

"Affiliate" means, in relation to any person, a subsidiary of that person or a holding company of that person or any other subsidiary of that holding company.

"Ancillary Document" means each document relating to or evidencing the terms of an Ancillary Facility.

"Ancillary Facility" means.

- (a) an overdraft facility;
- (b) a guarantee, bonding, documentary or stand-by letter of credit facility;
- (c) a short term loan facility;
- (d) a derivatives facility;
- (e) a foreign exchange facility;
- (f) BACS facility,
- (g) a composite accounting system; or
- (h) any other facility or accommodation required in connection with the business of the Group,

in each case as is agreed by RCD1 Limited with an Ancillary Lender

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Ancillary Lender" means Barclays Bank PLC (or Affiliate of Barclays Bank PLC) which makes available an Ancillary Facility.

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

"Charged Property" means all the assets and undertaking of the Chargor which from time to time are the subject of the Security created or expressed to be created in favour of the Security Trustee under the Debenture.

"Collateral Rights" means all rights, powers and remedies of the Security Trustee provided under the Debenture or by law.

"Debenture" means a debenture granted by an Obligor in favour of the Security Trustee, in the agreed form.

"Debts" means all book debts and other debts now and from time to time due or owing to the Chargor, all moneys which the Chargor receives in respect of the same and all Related Rights.

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Trustee

"Equipment" means all fixed and moveable plant, machinery, tools, vehicles, computers, office equipment and other chattels owned by the Chargor (excluding any for the time being forming part of the Chargor's stock in trade or work in progress) and all Related Rights.

"Excluded Property" means any asset of the Chargor which is subject to a charge under any Existing Security Document.

"Existing Security Documents" means each security document listed in Part 6 (*Existing Security Documents*) below.

"Facility" means the term loan facility made available under the Facility Agreement as described in clause 2 (*Facility*) of the Facility Agreement.

"Facility Agreement" means the £60,000,000 term facility agreement dated 29 October between (among others) the Chargor (as borrower) and the Security Trustee, as amended, varied, novated or supplemented from time to time

"Fee Letter" means the letter dated 29 October 2010 between Barclays Bank PLC and RCD1 Limited setting out any of the fees referred to in clause 11 (*Fees*) of the Facility Agreement.

"Finance Party" means Barclays Bank PLC (in its capacity as agent, security trustee, lender and party to a Hedging Agreement) or any Affiliate of Barclays Bank PLC.

"Finance Document" means the Facility Agreement, the Security Documents, any Ancillary Document, any Fee Letter, the Hedging Letter, any Hedging Agreement and any other document designated as such by Barclays Bank PLC and RCD1 Limited.

"Guarantor" means an Original Guarantor or an Additional Guarantor, unless it has

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

ceased to be a Guarantor in accordance with clause 24.3 (*Resignation of a Guarantor*) of the Facility Agreement

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by RCD1 Limited and Barclays Bank PLC for the purpose of hedging, including, without limitation, interest rate liabilities, the exchange rate risks and/or any other risks.

"Hedging Letter" means the letter dated 29 October 2010 (and executed by Barclays Bank PLC and RCD1 Limited) describing the hedging arrangements to be entered into in respect of the interest rate liabilities of RCD1 Limited of, and in relation to, the Facility

"Insurance Policy" means any policy of insurance in which the Chargor may from time to time have an interest and all Related Rights.

"Intellectual Property" means:

- (a) any Title, patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets of each Obligor (which may now or in the future subsist).

"Jersey Share Charge" means the charge granted by Northern & Shell Broadcasting Limited over all of the shares in Northern & Shell Broadcasting (CI) Limited, in the agreed form.

"LPA" means the Law of Property Act 1925.

"LRA" means the Land Registration Act 2002

"Miscellaneous Provisions Act" means the Law of Property (Miscellaneous Provisions) Act 1994

"Obligor" means RCD1 Limited or a Guarantor.

"Original Guarantor" means those entities list in Part 7 (*Original Guarantors*) below.

"Permitted Security" means any Security permitted under clause 22.3.3 (*Negative Pledge*) of the Facility Agreement

"Real Property" means:

- (a) any freehold, leasehold or immovable property; 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.

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Regulations" means the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements.

"Related Rights" means, in relation to any asset charged pursuant to the Debenture

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, Security, guarantees, indemnities or covenants for title in respect of that asset; and
- (d) any moneys and proceeds paid or payable in respect of that asset,

(including all rights against any trustee, nominee, fiduciary or clearing system)

"Secured Party" means the Security Trustee and each other Finance Party and any Receiver or Delegate.

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

"Security Documents" means each Debenture, the Jersey Share Charge and any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents

"Security Period" means the period starting on 5 November 2010 and ending on the date when the Security Trustee is satisfied (acting reasonably) that

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full (other than by operation of clause 20.2 (*Avoidance of payments*) of the Debenture),
- (b) the Chargor has no liability, actual or contingent, to any Secured Party under any Finance Document;
- (c) no Secured Party has any liability, actual or contingent under any Finance Document; and
- (d) no Secured Party is under any further actual or contingent obligation to make advances or provide other financial accommodation to the Chargor or any other person under any Finance Document

"Shares" means the shares listed in Part 2 (*Details of Shares*) below and any other shares, stocks and other securities of any body corporate that may now or hereafter belong to the Chargor or in which the Chargor has any interest together with all dividends, interest and other monies payable in respect of the Shares and all other rights, benefits and proceeds in respect of or derived from the Shares (whether by way of redemption, bonus, preference, option, substitution, conversion or otherwise).

"Specific Contract" means the contracts listed in Part 5 (*Specific Contracts*) below and any other contract which is agreed between the Chargor and the Security Trustee to be designated as such (both parties acting reasonably) after 5 November 2010 and all Related Rights.

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Third Party Account" means any account opened or maintained at any time by the Chargor with any person other than the Security Trustee or other Finance Party (and any replacement account or subdivision or subaccount of that account and any renewal or redesignation of that account), the debt or debts represented by it and all Related Rights.

"Title" means

- (a) OK¹;
- (b) New¹;
- (c) The Daily Express;
- (d) The Sunday Express,
- (e) The Daily Star;
- (f) The Daily Star Sunday, and
- (g) Star Magazine,

including any associated titles outside the United Kingdom and any associated domain names relating to such titles.

Part 1 (Details of Real Property)

Blank

Part 2 (Details of Shares)

110,000 Ordinary shares of £1 each in Northern & Shell Network Limited (Company number 04086475)

1 Ordinary share of £1 in Northern & Shell plc (Company number 01633971)

1 Ordinary share of £1 in West Ferry Leasing Limited (Company number 04086472)

1 Ordinary share of £1 in Northern & Shell Broadcasting Limited (Company number 04104529)

Part 3 (Details of Key Equipment)

Blank

Part 4 (Details of Intellectual Property)

Blank

Part 5 (Specific Contracts)

Blank.

Part 6 (Existing Security Documents)

1 Legal Mortgage and charge dated 08 January 2001 made between National Westminster Bank PLC and RCD1 Limited, relating to the freehold of Bridge Gate House, 55-57 High Street, Redhill with title number SY540472

2 Legal charge dated 30 January 2001 made between Channel 5 Broadcasting Limited and ABN Amro Bank N.V

3 Legal charge dated 7 March 2001 made between Channel 5 Broadcasting Limited and ABN

6 **Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged.

Short particulars

- Amro Bank N.V.
- 4 Legal charge dated 24 January 2002 made between Channel 5 Broadcasting Limited and ABN Amro Bank N.V.
- 5 Legal charge dated 24 January 2002 made between Channel 5 Broadcasting Limited and Bank of Scotland PLC
- 6 Legal charge 18 April 2002 made between Channel 5 Broadcasting Limited and National Westminster Bank PLC.
- 7 Legal charge dated 18 April 2002 made between Channel 5 Broadcasting Limited and ABN Amro Bank N.V.
- 8 Charge over deposit dated 24 June 2010 made between Channel 5 Broadcasting Limited and Capco Floral Place Limited.
- 9 Charge over deposit dated 30 September 2010 made between Channel 5 Broadcasting Limited and Capco Floral Place Limited.

Part 7 (Original Guarantors)

Name of Guarantor	Company registration number (or equivalent, if any)
--------------------------	--

RCD1 Limited	04086466
Northern & Shell Network Limited	04086475
Northern & Shell Media Limited	04106172
Northern & Shell Media Holdings Limited	04104523
Express Newspapers	00141748
Northern & Shell plc	01633971
Northern & Shell Titles Limited	02827197
Northern & Shell Worldwide Limited	06395556
Northern & Shell Broadcasting Limited	04104529
Northern & Shell Broadcasting (CI) Limited	91144
Channel 5 Television Group Limited	03012148
Channel 5 Broadcasting Limited	03147640
Broughton Printers Limited	01091137
West Ferry Printers Limited	01997219

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Northern & Shell Group Limited	02783131
Northern and Shell Finance Limited	04315964
West Ferry Leasing Limited	04086472
Northern & Shell Leasing Limited	06391524
Northern & Shell North America Limited	05320973



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

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 4086466
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 5 NOVEMBER
2010 AND CREATED BY RCD1 LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
ANY SECURED PARTY ON ANY ACCOUNT WHATSOEVER
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 16 NOVEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 NOVEMBER
2010

Dx



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES