

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

132893/377

395

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

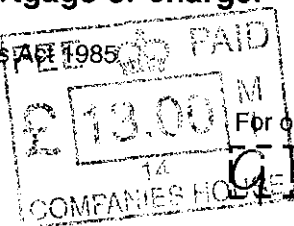
CHFP025

Please do not write in this margin

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

Pursuant to section 395 of the Companies Act 1985

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



For official use

Company number

1532805

Name of company

*insert full name of Company

* BROOKSIDE PRODUCTIONS LIMITED (the "Company")

Date of creation of the charge

28 September 2006

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

ACCESSION DEED TO A DEBENTURE (the "Deed")

Amount secured by the mortgage or charge

All present and future obligations and other liabilities of any nature of any member of the Group, owing or incurred under the Finance Documents (or any of them) to the Security Trustee and/or any Receiver (including, without limitation, under any amendments, supplements or restatements of any of the Finance Documents however fundamental or in relation to any new or increased advances or utilisations), actual or contingent, matured or not matured, liquidated or unliquidated, whether incurred solely or jointly and/or severally or in any other capacity whatsoever and whether as principal or surety, in any currency or currencies, including all interest accruing thereon (calculated in accordance with Clause 2.4 (*Interest*) of the Debenture), after as well as before judgement, and all costs, charges and expenses incurred in connection therewith, and "Secured Liability" shall be construed accordingly (the "Secured Liabilities")

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

THE ROYAL BANK OF SCOTLAND PLC of 135 Bishopsgate, London EC2M 3UR (as Security Trustee for the Secured Parties)(in such capacity, the "Security Trustee")

Postcode

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

DLA Piper UK LLP
3 Noble Street
London
EC2V 7EE
Contact: Ejiro Andrew-Ukoko
89942.120336.11317931

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room



A17
COMPANIES HOUSE

407
06/10/2006

1. ACCESSION OF THE COMPANY

1.1 Accession

The Company:

(a) unconditionally and irrevocably undertook to and agreed with the Security Trustee to observe and be bound by the Debenture; and

(b) created and granted at 18 September 2006 the charges, mortgages, assignments and other security which are stated to be created or granted by the Debenture,

as if it had been an original party to the Debenture as one of the Charging Companies.

continued on Addendum 4/4

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed DLA Pims UK LLP

Date 4 October 2006

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

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

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Name of company

*insert full name
of Company

* BROOKSIDE PRODUCTIONS LIMITED (the "Company")

Addendum 1/4

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

Addendum 2/4

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

NOTE.

In this form:

"**Bank Balances**" means with the exception of the Loan Note Deposit Account the amounts as at 28 September 2006 or subsequently standing to the credit of any account which each Charging Company has with any Account Banks (as defined in the Debenture) (including interest) and the debts represented thereby;

"**Book Debts**" means all book and other debts and monetary claims as at 28 September 2006 or subsequently due or owing to each Charging Company, the proceeds of the same and the benefit of all Investments, Security and guarantees or other rights of any nature as at 28 September 2006 or subsequently enjoyed or held by it in relation thereto (other than Bank Balances);

"**Business Day**" has the meaning given to that term in the Senior Facilities Agreement (or if after the Senior Discharge Date) the Mezzanine Facility Agreement (all terms as defined in the Debenture);

"**Charged Assets**" means the assets from time to time the subject of any Security created or purported to be created by or pursuant to the Debenture and, where the context permits, the proceeds of sale of such assets;

"**Charges**" means any Security from time to time created by or pursuant to the Debenture;

"**Charging Companies**" means:

(a) the companies detailed in schedule 1 to the Debenture; and

(b) any other company which accedes to the Debenture pursuant to an Accession Deed (as defined in the Debenture);

"**Debenture**" means the debenture dated 28 September 2006 and made between (1) the Charging Companies named in it and (2) the Security Trustee;

"**Declared Default**" means an Event of Default which is continuing and in respect of which notice has been given to the Borrower by the Security Trustee pursuant to clause 14.3 of the Senior Facilities Agreement (or if after the Senior Discharge Date) the Mezzanine Facility Agreement (all terms as defined in the Debenture);

"**Delegate**" means a delegate or sub-delegate appointed, directly or indirectly, pursuant to Clause 9.3 (*Delegation*) of the Debenture;

"**Event of Default**" means each Event of Default as defined in the Senior Facilities Agreement and/or the Mezzanine Facility Agreement (all terms as defined in the Debenture);

"**Finance Document**" means any Senior Finance Document and any Mezzanine Finance Document (both terms as defined in the Debenture);

"**Fixtures**" means trade, other fittings, fixed plant, machinery and other apparatus;

"**Group**" means the Parent and each of its Subsidiaries for the time being (including, after Completion, the Target Group) (all terms as defined in the Senior Facilities Agreement).

"**Intellectual Property**" means all patents, trademarks, service marks, all brand and business names, all copyrights (including any rights in computer software) and rights in the nature of copyright, all design rights, all registered designs, all logos, get-up, inventions (including any software), topography and similar rights, database rights, domain name rights, all trade secrets, know-how and all other

Name of company

*insert full name
of Company* **BROOKSIDE PRODUCTIONS LIMITED** (the "Company")

intellectual property rights owned by each Charging Company throughout the world and any interests (including by way of licence) of each Charging Company in any of the foregoing (whether or not registered and including all applications for the same and any associated goodwill) and all rights under any agreements entered into by or for the benefit of each Charging Company relating to the use or exploitation of any such rights;

"Investment" means any debenture, bond, share, stock, certificate of deposit or other security or investment as at 28 September 2006 or in the future owned at law or in equity by each Charging Company and all dividends, interest and other moneys paid or payable in respect thereof and all rights, moneys and assets related to or accruing or offered or arising thereon from time to time, whether by way of redemption, conversion, exercise of option rights, substitution, exchange, preference, bonus or otherwise;

"Loan Note Deposit Account" means the account held with the Security Trustee with account number 22388315 and sort code 151000;

"Personal Chattels" means plant, machinery, equipment, goods and other personal chattels (including all spare parts, replacements, modifications and additions);

"Property" means freehold and leasehold property in England or Wales, and any reference to any charges over Property or any estate or interest therein includes a charge over:

(i) the benefit of any covenant for title given or entered into by any predecessor in title of a Charging Company in respect of that Property and any moneys paid or payable in respect of those covenants;

(ii) all buildings and Fixtures on the Property; and

(iii) the proceeds of sale of all or any part thereof, (the assets referred to in paragraphs (a), (b) and (c) above being **"Related Property Rights"**);

"Receiver" means an administrative receiver, receiver and manager or other receiver appointed in respect of the Charged Assets by the Security Trustee pursuant to the Debenture;

"Relevant Documents" means the documents specified in schedule 8 (*Details of Relevant Documents*) to the Debenture;

"Scheduled Intellectual Property" means the Intellectual Property described in part 3 of the schedule (*Details of the Scheduled Intellectual Property*) hereto;

"Scheduled Investments" means the Investments described in part 2 of the schedule (*Details of the Scheduled Investments*) hereto;

"Scheduled Property" means the Property described in part 1 of the schedule (*Details of the Scheduled Property*) hereto and all Related Property Rights (as defined in the Debenture);

"Security" means any mortgage, charge, pledge or lien or other security securing any obligation of any person or any agreement or arrangement having the effect of creating security;

"Senior Facilities Agreement" means the multicurrency term and revolving facilities agreement dated as at 28 September 2006 and made between (1) Havana Midco Limited as Parent, (2) Havana Bidco Limited as Borrower, (3) the subsidiaries of the Parent listed in part 1 of schedule 1 to it as Original Borrowers, (4) the subsidiaries of the Parent listed in part 1 of schedule 1 to it as Original Guarantors, (5) The Royal Bank of Scotland plc and The Governor and Company of the Bank of Scotland as Arranger, (6) the financial institutions listed in parts II and III of schedule 1 to it as Original Lenders, (7) The Royal Bank of Scotland plc as Agent, (8) The Royal Bank of Scotland as the Security Trustee and (9) The Royal Bank of Scotland plc as Issuing Bank, pursuant to which the Original Lenders agreed to make certain facilities available to the Borrowers (all terms as defined therein);

SCHEDULE

Details of Security Assets owned by the Companies

Part 1 - Details of Scheduled Property

None

Name of company

*insert full name
of Company

* BROOKSIDE PRODUCTIONS LIMITED (the "Company")

Part 2 - Scheduled Investments

None

Part 3 - Scheduled Intellectual Property

None

Addendum 3/4

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

Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)**1.2 Charge and assignment**

Without prejudice to the generality of clause 2.1 (*Accession*) of the Deed, the Company with full title guarantee, charged and assigned (and agreed to charge and assign) to the Security Trustee for the payment and discharge of the Secured Liabilities, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in clause 3 (*Security*) of the Debenture including (without limiting the generality of the foregoing):

(a) by way of first legal mortgage all the freehold and leasehold Property (if any) vested in or charged to the Company (including, without limitation, the property specified against its name in part 1 of the schedule (*Details of Security Assets owned by Acceding Company*) hereto (if any));

(b) by way of first fixed charge:

(i) all the Charged Investments (including, without limitation, those specified against its name in part 2 of the schedule (*Details of Security Assets owned by Acceding Company*) hereto (if any)); together with

(ii) all related rights from time to time accruing to them;

Name of company

*insert full name
of Company

* BROOKSIDE PRODUCTIONS LIMITED (the "Company")

(c) by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified against its name in part 3 of the schedule (*Details of Security Assets owned by Acceding Company*) hereto (if any)); and

(d) by way of absolute assignment the proceeds of all claims under the insurances of the Group excluding any proceeds of insurance policy claims in respect of:

- (i) a director's liability;
- (ii) a third party liability; and
- (iii) which would not exceed £1,000,000.

2. SECURITY

2.1 Creation of Charges

All Charges are:

- (a) made in favour of the Security Trustee;
- (b) made with full title guarantee; and
- (c) security for the payment of all Secured Liabilities.

All Charged Assets are excluded from the Charges created pursuant to Clauses 3.2 (*Property*) to 3.10 (*Other Charges*) of the Debenture to the extent specifically assigned pursuant to Clause 3.11 (*Assignment by way of Security*) of the Debenture.

2.2 Property

The Company charged:

- (a) by way of first legal mortgage, the Scheduled Property and all other Property in England or Wales as at 28 September 2006 belonging to it; and
- (b) by way of first fixed charge, all estates or interests as at 28 September 2006 or subsequently belonging to it in, or in relation to, any Property (except that charged by paragraph (a) above).

2.3 Investments

The Company charged:

- (a) by way of first fixed charge the Scheduled Investments; and
- (b) by way of first fixed charge all of its Investments subsequently belonging to it or held by any nominee on its behalf.

2.4 Book Debts

The Company charged by way of first fixed charge, all rights which it may have as at 28 September 2006 or subsequently in respect of any Book Debts.

2.5 Intellectual Property

The Company charged by way of first fixed charge all rights in respect of Intellectual Property as at 28 September 2006 or subsequently belonging to it including the Scheduled Intellectual Property subject to any rights granted to broadcasters in production agreements.

2.6 Bank Balances

The Company charged by way of first fixed charge all of its Bank Balances.

Name of company

*insert full name
of Company

* BROOKSIDE PRODUCTIONS LIMITED (the "Company")

2.7 Insurance

The Company charged by way of first fixed charge all benefits, rights and interest of the Company under or in respect of any present or future contract or policy of insurance and any claim or return of premium or proceeds paid or payable in relation thereto (to the extent that the same are not otherwise subject to an effective fixed charge or assignment pursuant to Clause 3.7 of the Debenture).

2.8 Plant and Machinery

The Company charged by way of first fixed charge all Personal Chattels as at 28 September 2006 or subsequently belonging to it.

2.9 Contracts

The Company charged by way of first fixed charge all its rights (including, without limitation, the right to receive any compensation) as at 28 September 2006 or subsequently of the Company in respect of:

- (a) the Relevant Documents and any other agreement to which it is a party;
- (b) any warranty, bond, guarantee or letter of credit issued in its favour; and
- (c) any bill of exchange or any other negotiable instrument held by it,

(to the extent that the same are not otherwise subject to an effective fixed charge pursuant to Clauses 3.1 (*Creation of Charges*) to 3.7 (*Insurance*) inclusive of the Debenture or 3.10 (*Other Charges*) of the Debenture or to an effective security assignment under Clause 3.11 (*Assignment by way of Security*) of the Debenture).

2.10 Other Charges

The Company charged by way of first fixed charge:

- (a) all its uncalled capital;
- (b) all its goodwill; and
- (c) any authorisation, licence or consent in relation to any Charged Assets (including the right to receive compensation in respect thereof).

2.11 Assignment by way of Security

(a) The Company assigned absolutely (subject to the proviso for reassignment on redemption) to the Security Trustee all rights and interest present or future of the Company in respect of the Relevant Documents together with the benefit of all its rights, claims and remedies in respect of those Charged Assets.

(b) Until the Charges become enforceable the Company shall be entitled to exercise all its rights in the Relevant Documents, subject to the other provisions of the Debenture.

2.12 Floating Charge

(a) The Company charged by way of first floating charge, its undertaking and all its assets both present and future not otherwise effectively mortgaged, charged or assigned by the Debenture is intended to be a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 of the Insolvency Act 1986.

(b) Save as provided in paragraph (c) below the Security Trustee may by notice to the Company convert the floating charge created by the Company pursuant to Clause 3.12 of the Debenture into a fixed charge as regards such assets as may be specified (whether generally or specifically) in such notice if:

- (i) an Event of Default is continuing; or
- (ii) the Security Trustee has reasonable grounds for considering those assets to be in jeopardy (whether due to a risk of being seized or

Name of company

*insert full name
of Company

* BROOKSIDE PRODUCTIONS LIMITED (the "Company")

sold pursuant to any distress, attachment, execution, sequestration or other analogous legal process).

(c) Notwithstanding any other provision of the Debenture (and without prejudice to the circumstances in which the floating charge created under Clause 3 of the Debenture will crystallise under general law) but subject to paragraph (d) below:

(i) if any person presents an application for a warrant of execution, writ of *fiери facias*, garnishee order or charging order or otherwise levies any distress, execution, attachment, expropriation, sequestration or other legal process against any of the assets which are charged by way of the first floating charge of the Company; or

(ii) a petition is presented for the winding up or administration in relation to the Company which is not discharged within 28 days (in the case of a winding up petition) or 21 days (in the case of a petition for an administration order); or

(iii) an administrator or Receiver is appointed in respect of the Company or the Security Trustee receive notice of an intention to appoint an administrator pursuant to paragraphs 15 or 26 of Schedule B1 of the Insolvency Act 1986 in respect of the Company,

then with immediate effect and without notice the floating charge shall automatically convert into a fixed charge as regards such Charged Assets of the Company secured by such floating charge.

(d) No floating charge created by Clause 3 of the Debenture may be converted into a fixed charge or otherwise crystallise solely by reason of:

(i) the obtaining of a moratorium by the Company; or

(ii) anything done with a view to obtaining a moratorium, under section 1A and Schedule A1 to the Insolvency Act 2000.

(e) Any charge which has crystallised under paragraphs (b) or (c) above may be reconverted into a floating charge by notice given at any time by the Security Trustee to the Company concerned in relation to the assets specified in such notice.

2.13 Fixed and Floating Security

If for any reason any Security in respect of any asset created or purported to be created pursuant to Clause 3 of the Debenture as a fixed charge or assignment does not, or ceases to, take effect as a fixed charge or assignment, then it shall take effect as a first floating charge in respect of such asset. However it is the intent of the parties that the Security over other Charged Assets shall remain unaffected.

3. FURTHER ASSURANCE

3.1 Further Assurance – General

The Company shall, at its own expense, promptly do all such acts and things as the Security Trustee may reasonably require for:

(a) creating, registering, perfecting, maintaining or protecting the Charges or any of the Charged Assets; and

(b) facilitating the realisation of any Charged Asset or the exercise of any right, power or discretion vested in the Security Trustee, any Receiver or any Delegate,

including, without limitation, the execution (including by sealing) of any transfer, assignment, mortgage, charge or Security or any document required to enable the Security Trustee or their nominees to obtain legal title to any Charged Assets in circumstances in which it is entitled to obtain such legal title under the Debenture or the giving of any notice, order or direction.

4. POWER OF ATTORNEY

4.1 Appointment

The Company by way of security irrevocably appoints the Security Trustee, every Receiver and every Delegate severally to be its attorney:

(a) after a Declared Default to do all acts and things which the Company is obliged to do under the Debenture, including, without limitation, to fill in the name of the transferee and to date and complete any instrument of transfer in respect of any Investments which has been executed in blank by the Company and, in the case of registered Investments, to procure the registration of the transferee as the

Name of company

*insert full name
of Company

* BROOKSIDE PRODUCTIONS LIMITED (the "Company")

holder of the relevant Investments;

(b) after a Declared Default to transfer any interest in any Charged Assets in the circumstances in which such transfer may be required under the Debenture, including on an enforcement of the Charges over such Charged Assets;

(c) in its name and on its behalf to exercise any right conferred on the Security Trustee, any Receiver or any Delegate in relation to the Charged Assets or under the Debenture; and

(d) to register the existence of the Charges or the restrictions on dealing with the Charged Assets in any register in which the Company is obliged (but has failed) to effect registration under the terms of the Debenture and in any event within 15 Business Days of receipt of notice by the Security Trustee to comply with such request to effect such registration.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01532805

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ACCESSION DEED TO A DEBENTURE DATED THE 28th SEPTEMBER 2006 AND CREATED BY BROOKSIDE PRODUCTIONS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY MEMBER OF THE GROUP TO THE ROYAL BANK OF SCOTLAND PLC (THE "SECURITY TRUSTEE") AND/OR ANY RECEIVER ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 6th OCTOBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th OCTOBER 2006.

[Handwritten signature]



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —