

MR04

Statement of satisfaction in full or in part of a charge

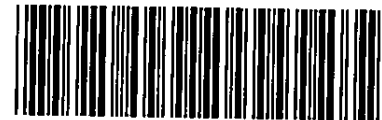


You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

✓ **What this form is for**
You may use this form to register
a statement of satisfaction in full
or in part of a mortgage or charge
against a company

✗ **What this form is NOT for**
You may not use this form to
register a statement of satisfaction
in full or in part of a mortgage
charge against an LLP. Use
LL MR04

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13/06/2014

#142

COMPANIES HOUSE

1 Company details

Company number 01532805
Company name in full BROOKSIDE PRODUCTIONS LIMITED
(the "Chargor")

8

→ **Filling in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation ①

When was the charge created?
→ Before 06/04/2013 Complete Part A and Part C
→ On or after 06/04/2013 Complete Part B and Part C

① **Property acquired**
If section 859C of the Companies
Act 2006 applies, this is the date
that the property was acquired

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge ②
Charge creation date 21/06/2005

② **Property acquired**
If section 859C of the Companies
Act 2006 applies, this is the date
that the property was acquired

A2 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is
created or evidenced
Instrument description A deed of accession relating to a composite guarantee and
debenture originally dated 29 August 2003 (the "Deed").

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

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Short particulars of the property or undertaking charged

Short particulars	Please give the short particulars of the property or undertaking charged	Continuation page Please use a continuation page if you need to enter more details
	<p>1. FIXED AND FLOATING CHARGES</p> <p>1 1 Fixed charges</p> <p>Without prejudice to the generality of sub-clause 2 1 of the Deed, the Company, with full title guarantee, charged and assigned to the Lender for the payment and discharge of all monies and liabilities by the Deed, or by the Composite Guarantee and Debenture, covenanted to be paid or discharged by it, all its property, assets and undertaking on the terms set out in clause 4 of the Composite Guarantee and Debenture including without limitation</p> <p>1 1 1 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 in schedule 1 hereto (if any), together with all buildings and fixtures (including trade fixtures) at any time thereon,</p> <p>1 1 2 by way of first fixed charge all other interests (not being charged by clause 4 1 1 of the Composite Guarantee and Debenture) in any freehold or leasehold property vested in or charged to the Company, the buildings and fixtures (including trade fixtures) at any time thereon, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,</p> <p>1 1 3 by way of first fixed charge all plant, machinery, computers, vehicles, office and other equipment and the benefit of all contracts, licences and warranties relating to the same,</p> <p>1 1 4 by way of first fixed charge all Investments, together with all Related Rights from time to time accruing thereto,</p> <p>1 1 5 by way of first fixed charge all rights and interests of the Company in, and claims under, the Insurances and all proceeds thereof held by, or written in favour of, the Company or in which the Company is otherwise interested,</p> <p>1 1 6 by way of first fixed charge all its right, title, interest and benefit in and to the Collections Accounts, all monies standing to the credit of the Collections Accounts, all interest accrued on monies standing to the credit of the Collections Accounts and all rights of the Company to repayment of any of the foregoing,</p> <p>1 1 7 by way of first fixed charge all monies standing to the credit of the Company from time to time on any and all accounts with any bank, financial institution, or other person,</p> <p>1 1 8 to the extent that they are capable of being charged, by way of first fixed charge all Intellectual Property including but not limited to the Intellectual Property listed at schedule 3 hereto,</p> <p>Continued on continuation sheet 1</p>	

CHFP025

04/13 Version 1 0

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Part B Charges created on or after 06/04/2013

B1

Charge code

Please give the charge code This can be found on the certificate

Charge code ①

□ □ □ □ - □ □ □ □ - □ □ □ □

① Charge code

This is the unique reference code allocated by the registrar

Part C To be completed for all charges

C1

Satisfaction

I confirm that the debt for the charge as described has been paid or satisfied
Please tick the appropriate box

☒ In full

☐ In part

C2

Details of the person delivering this statement and their interest in the charge

Please give the name of the person delivering this statement

Forename(s)

BROOKSIDE PRODUCTIONS LIMITED

Surname

Please give the address of the person delivering this statement

Building name/number

BERKSHIRE HOUSE

Street

168-173 HIGH HOLBORN

Post town

LONDON

County/Region

Postcode

W C 1 V 7 A A

Please give the person's interest in the charge (e.g. chargor/chargee etc)

Person's interest in the charge

Chargor

C3

Signature

Please sign the form here

Signature

Signature

X

N Bgl

X

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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. The contact information you give will be visible to searchers of the public record.

Contact name

Company name

**BROOKSIDE PRODUCTIONS
LIMITED**

Address

BERKSHIRE HOUSE

168-173 HIGH HOLBORN

Post town

LONDON

County/Region

Postcode

W C I V 7 A A

Country

DX

Telephone



Important information

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



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



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
- Part A Charges created before 06/04/2013**
 - ☐ You have given the charge date
 - ☐ You have completed the Description of instrument and Short particulars in Sections A2 and A3
- Part B Charges created on or after 06/04/2013**
 - ☐ You have given the charge code
- Part C To be completed for all charges**
 - ☐ You have ticked the appropriate box in Section C1
 - ☐ You have given the details of the person delivering this statement in Section C2
 - ☐ You have signed the form



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

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Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged	
Short particulars	<p>1 1 9 by way of first fixed charge the benefit of all licences, consents, agreements and authorisations held or utilised by the Company in connection with its business or the use of any of its assets,</p> <p>1 1 10 to the extent not effectively assigned under clause 4 2 of the Composite Guarantee and Debenture (Assignment), by way of first fixed charge all Receivables,</p> <p>1 1 11 by way of first fixed charge all the goodwill and uncalled capital of the Company,</p> <p>1 1 12 by way of first fixed charge all the Charged Shares (including without limitation those set out in schedule 2 hereto) together with all the Related Rights from time to time accruing thereto, and</p> <p>1 1 13 the Wrap Accounts including, but not limited to the accounts listed in schedule 4 hereto</p> <p>1 2 Assignment</p> <p>As a continuing security for the payment of the Secured Obligations, the Company, with full title guarantee, assigned and agreed to assign absolutely in favour of the Lender all the rights, title, interest and benefit of the Company in and to the Receivables</p> <p>1 3 Floating charge</p> <p>As further continuing security for the payment of the Secured Obligations, the Company charged with full title guarantee in favour of the Lender by way of first floating charge all its assets and undertaking whatsoever and wheresoever situated both present and future not effectively charged by way of first fixed mortgage or charge pursuant to the provisions of clause 4 1 of the Composite Guarantee and Debenture, including, without prejudice to the generality of the foregoing, heritable property and all other property and assets in Scotland</p> <p>2 CONVERSION OF FLOATING CHARGE</p> <p>2 1 Conversion of floating charge</p> <p>The Lender may by written notice to the Company convert the floating charge created by the Deed into a fixed charge as regards all or any of the Company's assets specified in the notice if</p> <p>2 1 1 an Event of Default has occurred and is continuing, or</p> <p>2 1 2 the Lender in its reasonable opinion considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy</p> <p>Continued on continuation sheet 2</p>	

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Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged	
Short particulars	<p>2 2 Automatic conversion of floating charge</p> <p>The floating charge created by the Company under the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge in relation to any of the Charged Assets subject to the floating charge created by clause 4 3 of the Composite Guarantee and Debenture (a "Floating Charge Asset") if the Company creates (or purports to create) an Encumbrance (other than a Permitted Encumbrance) on or over the relevant Floating Charge Asset without the prior consent in writing of the Lender or if any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Floating Charge Asset</p> <p>2 3 No waiver</p> <p>The giving by the Lender of a notice pursuant to clause 5 1 of the Composite Guarantee and Debenture in relation to any class of assets of the Company shall not be construed as a waiver or abandonment of the rights of the Lender to serve similar notices in respect of any other class of assets or of any of the other rights of the Lender</p> <p>3 CONTINUING SECURITY</p> <p>3 1 The Deed shall be in addition to, and without prejudice to and shall not merge with, any other right, remedy, guarantee, mortgage or other security which the Lender may at any time hold for any of the Secured Obligations and the Deed may be enforced against the Company without the Lender first having recourse to any other right, remedy, guarantee, mortgage or other security held or available to it</p> <p>3 2 The Deed shall remain in full force and effect as a continuing security until the Lender shall have certified in writing that the Secured Obligations have been discharged in full</p> <p>4 NEGATIVE PLEDGE</p> <p>Save as permitted by the terms of the Facilities Agreement, the Company covenanted with the Lender that, during the continuance of the security created by the Deed, it shall not without the prior written consent of the Lender</p> <p>4 1 create or permit to subsist any Encumbrance (other than a Permitted Encumbrance) upon any of the Charged Assets, and</p> <p>4 2 sell, transfer, lease, lend or otherwise dispose of, whether by a single transaction or a number of transactions and whether related or not, the whole or any part of the Charged Assets save for a disposal permitted under clause 23 1 2 of the Facilities Agreement</p> <p>Continued on continuation sheet 3</p>	

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Please give the short particulars of the property or undertaking charged

Short particulars

5 FURTHER ASSURANCE

5 1 The Company will, whenever requested by the Lender and at its own expense, promptly execute such deeds or documents and take any action, required by the Lender to perfect and protect the security created (or intended to be created) by the Deed or to facilitate the realisation thereof or otherwise to enforce the same or exercise any of the rights of the Lender under the Deed In particular, but without limitation, the Company will

5 1 1 execute a valid legal mortgage in such form as the Lender shall reasonably require of any freehold or leasehold property as at 21 June 2005 or in the future belonging to the Company which is not effectively charged by way of legal mortgage,

5 1 2 execute a legal assignment in such form as the Lender may reasonably require over all or any of the Receivables and give notice of such assignment to the relevant Debtors,

5 1 3 execute a valid fixed charge in such form as the Lender may reasonably require over any asset the subject of the floating charge under the Deed, and

5 1 4 otherwise execute all transfers, assignments, conveyances and assurances whatsoever and give all notices, orders, instructions and directions whatsoever which the Lender may think expedient

5 2 Any security document required to be executed by the Company pursuant to clause 8 1 of the Composite Guarantee and Debenture will be prepared at the cost of the Company and will contain terms and conditions which are no more onerous than those contained in the Deed

5 3 The Company as registered proprietor by the Deed appointed the Lender as its agent to apply for the particulars of the Deed and of the interest of the Lender in the Intellectual Property and any other or future trade marks or trade mark applications registered or to be registered in the United Kingdom in the name of the Company to be made on the Register of Trade Marks under section 25(1) of the Trade Marks Act 1994 and the Company agreed to execute all documents and forms required to enable such particulars to be entered on the Register of Trade Marks

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Please give the short particulars of the property or undertaking charged

Short particulars

6 COVENANTS OF THE COMPANY

The Company covenanted with the Lender and covenanted to procure that each other Charging Company will

6 1 Intellectual Property

Not assign, sever, dispose of, or otherwise part with control of its material Intellectual Property, or create or permit to subsist any Encumbrance thereon (other than a Permitted Encumbrance), or grant any licence to any person to use the same in any manner which will materially and adversely affect the value of such material Intellectual Property,

6 2 Property Acquisitions/Security

On demand made to the Company by the Lender, execute and deliver to the Lender any legal mortgage or, in the case of property situated in Scotland, a standard security, in favour of the Lender of any freehold or leasehold property which becomes vested in it after 21 June 2005 and all fixtures and fittings thereon to secure the payment or discharge of the Secured Obligations, such legal mortgage or standard security to be in such form as the Lender may reasonably require Any security document required to be executed by the Company pursuant to clause 10 1 1 2 of the Composite Guarantee and Debenture will be prepared at the cost of the Company and will contain terms and conditions that are no more onerous than those contained in the Deed In the case of any leasehold property in relation to which the consent of the landlord in whom the reversion of that lease is vested is required in order for the Company to perform any of its obligations under this clause 10 1 1 2 of the Composite Guarantee and Debenture, the Company shall not be required to perform that particular obligation unless and until it has obtained the landlord's consent (which it shall use its reasonable endeavours to do)

7 RECEIVABLES

7 1 Dealings with and realisation of Receivables

The Company will without prejudice to clause 7 of the Composite Guarantee and Debenture (Negative Pledge) but in addition to the restrictions in that clause, not, without the prior written consent of the Lender, sell, assign, charge, factor or discount or in any other manner deal with any of the Receivables

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Please give the short particulars of the property or undertaking charged

Short particulars

In this form.-

"Acceding Companies" means Wrap Acquisitions Limited (CRN 5470620), The Mersey Television Group Limited (CRN 4410230), The Mersey Television Company Limited (CRN 1588828), Brookside Productions Limited (CRN 1532805), Hollyoaks Productions Limited (CRN 3068324), Grange Hill Productions Limited (CRN 4359510), Campus Manor Productions Limited (CRN 3140051), Conker Media Limited (CRN 3940723), Mersey PL Limited (CRN 1475995), The Mersey Music Company Limited (CRN 1644065) and The Mersey Television Training Company Limited (CRN 2207203),

"Charged Assets" means all property and assets from time to time charged by or pursuant to the Composite Guarantee and Debenture,

"Charged Shares" means all shares specified in schedule 2 hereto, together with all other stocks, shares, debentures, bonds, warrants, coupons or other securities and Investments owned by any Charging Company,

"Charging Companies" means the Existing Charging Companies and the Acceding Companies,

"Collections Accounts" has the meaning ascribed to that term in clause 11.1.2 of the Composite Guarantee and Debenture,

"Composite Guarantee and Dehenture" means the composite guarantee and debenture dated 29 August 2003 and made between the Existing Charging Companies and the Lender,

"Debtor" means any person who is liable (whether as principal debtor or as surety and whether actually or contingently) to discharge or pay a Receivable,

"Encumbrance" includes any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security,

"Event of Default" means any event or circumstance specified as such in clause 24.1 of the Facilities Agreement,

Continued in continuation sheet 6

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Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged	
Short particulars	<p>"Existing Charging Companies" means Assembly Film and Television Limited (CRN 2918727), Bentley Productions Limited (CRN 1823410), Cactus TV Limited (CRN 2946371), All 3 Media International Limited (formerly Chrysalis Television International Limited) (CRN 2522258), North One Television Limited (formerly Chrysalis Television Limited) (CRN 2315596), North One Television Midlands Limited (formerly Chrysalis Television Midlands Limited) (CRN 2906527), All 3 Media (Overseas) Limited (formerly Chrysalis TV and Film (Overseas) Limited) (CRN 3203247), All 3 Media Limited (formerly De Facto 1064 Limited) (CRN 4782820), All 3 Media Group Limited (formerly Newincco 267 Limited) (CRN 4823611) Lion Television Limited (CRN 3336416) and Ravenscourt Services Limited (CRN 3534197), Company Television Limited (CRN 3522155), Company Television Productions Limited (CRN 03733209), Company Productions (North) Limited (CRN 3838018), Lawzone Television Limited (CRN 3930883), Company Films Limited (CRN 3521769), Company Productions Limited (CRN 4206278), Company Pictures North Limited (CRN 3952900) and Company Productions (10M) Limited (CRN 103313C),</p> <p>"Facilities Agreement" means a facilities agreement dated 31 July 2003 entered into between, amongst others, the Principal Borrower and The Royal Bank of Scotland plc, as amended by letters dated 16 October 2003 and 13 February 2004 and as acceded to by Tulip Holdings B.V, as Dutch Borrower and as acceded to by the Original Revolving Borrowers and the Original Production Borrowers (both as defined in the Facilities Agreement) on or around 29 August 2003, on or about 17 June 2004 and as amended and restated by a supplemental agreement dated on or around 17 June 2004 and as amended and restated by a supplemental agreement dated 12 October 2004 and as amended and restated on 21 June 2005,</p> <p>"Group" means, at any time, the Parent and its Subsidiaries and Permitted Joint Ventures (all as defined in the Facilities Agreement) at such time (each a Group Company"),</p> <p>"Insurances" means the policies of insurance in which a Charging Company has an interest from time to time,</p> <p>"Intellectual Property" means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the Group Companies (or any of them), in or relating to registered and unregistered trade marks and service marks, patents, registered designs, utility models, applications for any of the foregoing, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registerable business names and any other rights of every kind deriving from or through the exploitation of any of the aforementioned rights of any Group Company,</p>	

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Please give the short particulars of the property or undertaking charged

Short particulars

"Investments" means shares, certificates of deposit, debentures and other investments as defined in part 11 of schedule 11 of the Financial Services and Markets Act 2000,

"Permitted Encumbrances" shall have the meaning given to it in the Facilities Agreement,

"Principal Borrower" means All 3 Media Limited (CRN 4782820),

"Receivables" means

(i) all present and future book and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts recoverable or receivable by the Company from other persons or due or owing to the Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever),

(ii) the benefit of all rights and remedies relating to any of the foregoing including, without limitation, claims for damages and other remedies for non-payment of the same, all entitlements to interest, negotiable instruments, guarantees, indemnities, Encumbrances, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights, and

(iii) all proceeds of any of the foregoing,

"Related Rights" means, in relation to any Investments or Charged Shares, all dividends, distributions and other income paid or payable on the relevant Investment or Charged Shares (as the case may be), together with (a) all shares or other property derived from the relevant Investment or Charged Shares (as the case may be) and (b) all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to the relevant Investment or Charged Shares (whether by way of conversion, redemption, bonus, preference, option or otherwise),

"Secured Obligations" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Group Company to the Lender whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety and in whatever currency denominated including all liabilities from time to time assumed or incurred by the Lender at the request of any Group Company in connection with foreign exchange transactions, acceptances, discounting or otherwise or under guarantees, bonds, indemnities, documentary or other credits or any instruments whatsoever and including interest, discount, commission and other lawful charges

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or reasonable expenses which the Lender may in the course of its business charge in respect of any facilities or accommodation or service provided by the Lender or for keeping any Group Company's account, provided that no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Deed (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985,

"Wrap Accounts" means the wrap accounts as listed in schedule 4 hereto

SCHEDULE 1
The Property

Legal Owner	Title Number(s)	Description
Brookside Productions Limited ("BPL")	MS267205	Plot 348 and Numbers 43 to 67 (odd) Brookside, Liverpool

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Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

Part II - Leasehold Property

27 to 41 (odd) Brookside, Liverpool

Descripti on	Title Holde r	Title Number and Quality of Title if Registered	Date of Lease and Parties to it	Term and Current Rent
29 Brookside	BPL	MS178139 (absolute)	29 December 1982 between Broseley Estates Limited (1) and Carl Peter Larsen (2)	999 years from 29 Dec 1982 Ground Rent £30 per year
31 Brookside	BPL	MS220441 (absolute)	8 August 1983 between Broseley Estates Limited (1) and BPL (2)	999 years from 8 August 1983 Ground Rent £30 per year
33 Brookside	BPL	MS220440 (absolute)	20 December 1984 between Broseley Estates Limited (1) and BPL (2)	999 years from 30 July 1982 Ground Rent £30 per year
35 Brookside	BPL	MS220439 (absolute)	20 December 1984 between Broseley Estates Limited (1) and BPL (2)	999 years from 30 July 1982 Ground Rent £30 per year
37 Brookside	BPL	MS220437 (absolute)	20 December 1984 between Broseley Estates Limited (1) and BPL (2)	999 years from 7 March 1983 Ground Rent £40 per year
39 Brookside	BPL	MS220438 (absolute)	20 December 1984 between Broseley Estates Limited (1) and BPL (2)	999 years from 22 November 1982 ground Rent £40 per year
41 Brookside	BPL	MS220442 (Absolute)	20 December 1984 between Broseley Estates Limited (1) and BPL (2)	999 years from 30 July 1982 Ground Rent £30 per year
Land on the north side of Brookside	BPL	MS166876 (absolute)	10 Aug 1982 between Broseley Estates Limited (1) and Channel Four Television Company Limited (2)	999 years from 1 January 1978 Groun Rent £60 per year

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Please give the short particulars of the property or undertaking charged

Short particulars

Description	Title Holder	Title Number and Quality of Title if Registered	Date of Lease and Parties to it	Term and Current Rent
49 Brookside	BPL	MS166877 (absolute)	10 Aug 1982 between Broseley Estates Limited (1) and Channel Four Television Company Limited (2)	999 years from 1 January 1978 Ground Rent £35 per year
43 Brookside	BPL	MS166878 (absolute)	10 Aug 1982 between Broseley Estates Limited (1) and Channel Four Television Company Limited (2)	999 years from 1 January 1978 Ground Rent £30 per year
51 Brookside	BPL	MS166879 (absolute)	10 Aug 1982 between Broseley Estates Limited (1) and Channel Four Television Company Limited (2)	999 years from 1 January 1978 Ground Rent £35 per year
55 Brookside	BPL	MS166880 (absolute)	10 Aug 1982 between Broseley Estates Limited (1) and Channel Four Television Company Limited (2)	999 years from 1 January 1978 Ground Rent £40 per year
61 Brookside	BPL	MS166881 (absolute)	10 Aug 1982 between Broseley Estates Limited (1) and Channel Four Television Company Limited (2)	999 years from 1 January 1978 Ground Rent £40 per year
63 Brookside	BPL	MS16682 (absolute)	10 Aug 1982 between Broseley Estates Limited (1) and Channel Four Television Company Limited (2)	999 years from 1 January 1978 Ground Rent £30 per year

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Short particulars

Descripti on	Title Holder	Title Number and Quality of Title if Registered	Date of Lease and Parties to it	Term and Current Rent
65 Brookside	BPL	MS16683 (absolute)	10 Aug 1982 between Broseley Estates Limited (1) and Channel Four Television Company Limited (2)	999 years from 1 January 1978 Ground Rent £30 per year
53 Brookside	BPL	MS16684 (absolute)	10 Aug 1982 between Broseley Estates Limited (1) and Channel Four Television Company Limited (2)	999 years from 1 January 1978 Ground Rent £40 per year
59 Brookside	BPL	MS16685 (absolute)	10 Aug 1982 between Broseley Estates Limited (1) and Channel Four Television Company Limited (2)	999 years from 1 January 1978 Ground Rent £40 per year
57 Brookside	BPL	MS16686 (absolute)	10 Aug 1982 between Broseley Estates Limited (1) and Channel Four Television Company Limited (2)	999 years from 1 January 1978 Ground Rent £40 per year
47 Brookside	BPL	MS16687 (absolute)	10 Aug 1982 between Broseley Estates Limited (1) and Channel Four Television Company Limited (2)	999 years from 1 January 1978 Ground Rent £30 per year

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Short particulars of the property or undertaking charged

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Short particulars

Description	Title Holder	Title Number and Quality of Title if Registered	Date of Lease and Parties to it	Term and Current Rent
67 Brookside	BPL	MS166889 (absolute)	10 Aug 1982 between Broseley Estates Limited (1) and Channel Four Television Company Limited (2)	999 years from 1 January 1978 Ground Rent £30 per year
45 Brookside	BPL	MS166888 (absolute)	10 Aug 1982 between Broseley Estates Limited (1) and Channel Four Television Company Limited (2)	999 years from 1 January 1978 Ground Rent £30 per year

SCHEDULE 2

Charged Shares

Charging Companies	Name of Company in which shares held	Class of Shares	Number of Shares held
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None

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Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

SCHEDULE 13

Intellectual Property

Trade Mark	Trade Mark Number	Proprietor	Status	Renewal Date	Classes	Specifications
Brooks & de	1375606 (merged with 1173501 and 1173502)	BPL	Registered	01 03 2006	9 16 41	(9) Sound and video recordings and recording equipment (16) Printed matter publications, posters pictures, books (41) Distribution rental and leasing of film, video and TV recordings
A Mersey Television Company Brooks & de (logo)	2122239	BPL	Registered	31 01 2007	9 14, 16 18 21 25 26, 41	(9) Sound and video recordings and recording equipment (14) Key rings, badges of precious metal (16) Printed matter publications posters, pictures books (18) Umbrellas, bags and cases (21) Mugs, glasses and kitchenware (25) Clothing, footwear and headgear (26) Badges for wear (not precious metal) (41) Distribution, rental and leasing of films radio video and TV recordings
Conker Boy Films	2124470	Mersey TV	Registered	22 02 2007	41	(41) Production and recording of films, radio audio, TV and video programmes

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Statement of satisfaction in full or in part of a charge

A3

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

Trade Mark	Trade Mark Number	Proprietor	Status	Renewal Date	Classes	Specifications
Hoaks (Series of 2)	2234399	Mersey TV	Registered	31 05 2010	3 9 14 16 18, 20 24, 25 28 32, 33, 38 41 42	(3) Cleaning products, soap perfumes, cosmetics (9) Sound and video recordings and recording equipment (14) Precious metals and their alloys, jewellery horological instruments (16) Printed matter, publications, posters, pictures books (18) Leather and imitation leather goods (20) Furniture, mirrors, picture frames (24) Textiles and textile goods (25) Clothing, footwear, headgear (28) Games and playthings, sporting goods, Christmas tree decorations (32) Beer mineral waters and other non-alcoholic drinks (33) Alcoholic beverages (except beer) (38) Telecommunications (41) Education training, entertainment, sporting and cultural activities (42) Bar public house, restaurant cafe and catering services
Hollyoaks (logo)	2100435	Mersey TV	Registered	17 05 2006	9 16 41	(9) Sound and video recordings and recording equipment (16) Printed matter, publications, posters, pictures books (41) Production, leasing and sale of TV and radio programmes and videos, organising educational competitions, publishing educational books and texts
Hollyoaks (logo)	2102464	Mersey TV	Registered	11 06 2006	25	(25) Articles of clothing footwear headgear
Hollyoaks (logo)	2148635	Mersey TV	Registered	22 10 2007	42	(42) Bar, public house, restaurant, cafe and catering services

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Statement of satisfaction in full or in part of a charge

A3

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

Trade Mark	Trade Mark Number	Proprietor	Status	Renewal Date	Classes	Specifications
Hollyoaks	2148636	Mersey TV	Registered	22 10 2007	42	(42) Bar public house restaurant, cafe and catering services
KAFK A (logo) (Series of 2)	2179459	Mersey TV	Registered	13 10 2008	18, 25, 41	(18) Umbrellas bags and cases (25) Clothing footwear headgear (41) Production leasing and sale of TV and radio programmes and videos organising educational competitions publishing educational books and texts none relating to Franz Kafka or the works of Franz Kafka
KAFK A (logo) (Series of 2)	2234477	Mersey TV	Registered	31 05 2010	14, 16 21	(14) Keyrings, badges of precious metal (16) Printed matter publications posters, pictures, books, teaching materials, none relating to Franz Kafka or the works of Franz Kafka. (21) Mugs, glasses and kitchenware
Loft (logo) (Series of 2)	2317956	Mersey TV	Registered	06 12 2012	9 16 25 41 43	(9) Apparatus for reception, recording, transmission and reproduction of sound and images, computer programmes CD-Roms compact discs pre-recorded audio/video tapes (16) Printed matter, publications, posters, pictures books teaching materials stationery, comics (25) Clothing, footwear, headgear (41) Production leasing and sale of TV and radio programmes and videos, organising educational competitions, publishing educational books and texts (42) Bar public house, restaurant, cafe and catering services
m tv	1375918	Mersey TV	Registered	01 03 2006	9	(9) Sound and video recordings and recording equipment.
m tv (original logo)	1375919	Mersey TV	Registered	01 03 2006	41	(41) Distribution, rental and leasing of film, radio, video and TV recordings

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Statement of satisfaction in full or in part of a charge

A3

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

Trade Mark	Trade Mark Number	Proprietor	Status	Renewal Date	Classes	Specifications
mtv (updated logo)	2267176 (A) and (B)	Mersey TV	Pending – see 6 12 of Table of Responses (A) Opposition is outstanding for (B) Examined		(A) 9 41 (B) 38 42	(9) Apparatus for reception recording, transmission and reproduction of sound and images, computer programmes compact discs pre-recorded audio/video tapes (38) Telecommunications (41) Distribution rental and leasing of film, radio video and TV recordings (42) Bar public house, restaurant, cafe and catering services
MERS EY TELEVISION (Series of 6)	2352921	Mersey TV	Pending Examined		9, 38, 41 42	(9) Apparatus for reception, recording, transmission and reproduction of sound and images, computer programmes, compact discs pre-recorded audio/video tapes (38) Telecommunications (41) Distribution, rental and leasing of film, radio video and TV recordings (42) Bar, public house, restaurant, cafe and catering services
Orwell 84 (Series of 2)	2179417	Mersey TV	Registered	13 10 2008	18 25 41	(18) Umbrellas bags and cases (25) Clothing footwear headgear (41) Distribution rental leasing and syndication, of film, radio video and TV recordings
Themo bileclub com (Series of 2)	2330356	Mersey TV	Registered	25 04 2013	9 16 38	(9) Apparatus for reception recording, transmission and reproduction of sound and images computer programmes, CD-Roms, compact discs pre-recorded audio/video tapes, mobile phone covers, icons and ringtones (16) Printed matter, publications posters, pictures, books, teaching materials, stationery comics (38) Telecommunications

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Statement of satisfaction in full or in part of a charge

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Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

SCHEDULE 4

Wrap Accounts

(Held with Barclays Bank PLC)

Account Name	Account Type	Account No.
Mersey TV Co	Current	50814873
Mersey Music	Current	70025062
Mersey Training	Current	30924776
Grange Hill	Current No 2	20888486
Hollyoaks	Current No 2	90474274
Holloaks	PA Current No 2	70331783
Campus Manor	Current No 2	40572276
Brookside	Current No 2	30289469
Brookside	PA Current No 2	90423289
Mersey PL	Current	40514179
Campus Manor	Current No 1	60735779
Conker Media	Current	20876267
Grange Hill	Current No 1	50078891
Hollyoaks	Current No 1	80513172
Brookside	Current No 1	80064564