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COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

01577754

Name of company

* Southern Star Sales Limited (the "Company")

Date of creation of the charge

8 November 2000.

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

A debenture (the "Debenture") dated 8 November 2000 made by the Company, Primetime Limited, Primetime Films & Television Limited and Southern Television Limited as companies in favour of Westpac Banking Corporation (the "Bank").

Amount secured by the mortgage or charge

See Schedules 1 and 2

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

Westpac Banking Corporation.
Level 5
255 Elizabeth Street
SYDNEY, AUSTRALIA

Postcode NSW 2000

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

Clifford Chance
Limited Liability Partnership
200 Aldersgate Street
London
EC1A 4JJ

AYCB/W0811/05005/PDE

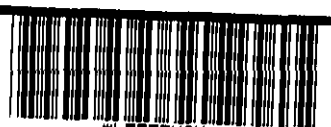
Time critical reference

London-2/801094

For official Use

Mortgage Section

Post room



LD5
COMPANIES HOUSE

LFFF7UOK

0470
17/11/00

Short particulars of all the property mortgaged or charged

See Schedules 1 and 3

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)

None

Signed Clifford Chance

Date 17 November 2000

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

**A fee of £10 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

Schedule 1

In this Form 395:

"Deed of Priority" means the deed of priority entered into by Barclays Bank plc and Westpac Banking Corporation and which replaces the deed of priority made between the parties on 1 October 1998;

"Intellectual Property" means all letters patent, trade marks, service marks, designs, utility models, copyrights, design rights, applications for registration of any of the foregoing and rights to apply for them in any part of the world, moral rights, inventions, confidential information, knowhow and rights of like nature arising or subsisting anywhere in the world in relation to any of the foregoing, whether registered or unregistered, and the benefit of all licences and other rights to use any of the same at the date of creation of the charge or thereafter belonging to the Company;

"Real Property" means all estates and other interests in freehold, leasehold and other immovable property wheresoever situate at the date of creation of the charge or thereafter belonging to the Company (including the registered and unregistered land, if any, in England and Wales of which the Company is the registered proprietor or owner specified or referred to in Schedule 1 to the Debenture) and all buildings, trade and other fixtures, fixed plant and machinery from time to time on any such freehold, leasehold and other immovable property;

"Tangible Movable Property" means all plant and machinery not charged pursuant to Clause 4.1 of the Debenture and all other chattels at the date of creation of the charge or at any time thereafter belonging to the Company (excluding any of the same for the time being forming part of its stock in trade or work in progress).

Schedule 2

(Amount secured by the mortgage or charge)

04 Each and every liability which the Company may at the date of creation of the charge or thereafter have to the Bank whether on any current or other account or otherwise in any manner whatsoever (whether solely or jointly with one or more persons, whether under the Debenture or otherwise, whether as principal or as surety or in some other capacity and whether originally incurred by the Company or by some other person) and pay to the Bank every sum (of principal, interest or otherwise) at the date of creation of the charge or thereafter owing, due or incurred by the Company to the Bank in respect of any such liabilities. Provided that there shall be excluded from the foregoing covenant any liability or sum which would, but for this proviso, cause such covenant or the security which would otherwise be constituted by the Debenture for such liability or sum to constitute unlawful financial assistance prohibited by Section 151 of the Companies Act 1985

(the "Secured Obligations").

Schedule 3
(Particulars of all the property mortgaged or charged)

ASSIGNMENTS, FIXED AND FLOATING CHARGES

In the Debenture the Company:

- (a) charged in favour of the Bank with the payment and discharge of the Secured Obligations by way of second fixed charge, subject only as provided in the Deed of Priority (which so far as it relates to land in England and Wales vested in the Company at the date of creation of the charge shall be a charge by way of legal mortgage) each of the following, namely:
 - (i) Land: the Real Property;
 - (ii) Tangible Movable Property: all the Tangible Movable Property;
 - (iii) Accounts with the Bank: all rights and claims to which the Company at the date of creation of the charge or may thereafter become entitled in relation to all moneys at the date of creation of the charge or at any time thereafter standing to the credit of any bank accounts opened or maintained with the Bank together with all rights relating or attaching thereto (including the right to interest);
 - (iv) Intellectual Property: the Intellectual Property;
 - (v) Goodwill: all goodwill (including all brand names not otherwise subject to a fixed charge or assignment by or pursuant to the Debenture) at the date of creation of the charge or at any time thereafter belonging to the Company; and
- (b) charged in favour of the Bank with the payment and discharge of the Secured Obligations by way of second floating charge the whole of the Company's undertaking and assets, present and future, other than any assets for the time being effectively charged to the Bank by way of fixed charge or effectively assigned (whether at law or in equity) to the Bank or otherwise subject to an effective fixed security in favour of the Bank.

FURTHER ASSURANCE AND APPOINTMENT OF RECEIVER

The Debenture contains covenants for further assurance and the ability of the Bank to appoint a Receiver.

NEGATIVE PLEDGE

The Debenture contains a negative pledge.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01577754

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE BETWEEN THE COMPANY PRIMETIME LIMITED PRIMETIME FILMS & TELEVISION LIMITED AND SOUTHERN TELEVISION LIMITED IN FAVOUR OF THE CHARGE DATED THE 8th NOVEMBER 2000 AND CREATED BY SOUTHERN STAR SALES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO WESTPAC BANKING CORPORATION ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 17th NOVEMBER 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st NOVEMBER 2000.

*K.L.
J.R.*



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E