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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

For official use

ACCOUNT

27 MAR 2002

RECEIVED

Company Number

01801230

AC

00400024

£10

Please do not
write in
this margin

CHFP025

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

*Insert full name of
company

Name of company

TALKBACK PRODUCTIONS LIMITED (the "Chargor")

Date of creation of the charge

14 March 2002

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

Charge Over Accounts (the "Deed") between the Chargor and the Bank (as defined below)

Amount secured by the mortgage or charge

(i) all monies, obligations and liabilities whatsoever whether for principal, interest or otherwise in whatever currency which may at the date of the Deed, or at any time in the future, be due, owing or incurred by the Borrowers to the Bank under the Loan Agreements or (ii) the rentals payable by the Lessee to the Lessor under the Film Lease on the dates the same fall due for payment under the Film Lease (the "Secured Sums").

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

THE GOVERNOR AND COMPANY OF BANK OF IRELAND acting through its Private Banking Branch, 20 Berkeley Square, London, W1J 6LL (the "Bank")

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

THEODORE GODDARD
BOX 500
21 BLOOMSBURY STREET
LONDON

Ref: 907/12631.22
ALD7 - 24406

For official use

Mortgage Section

Post room



LD6
COMPANIES HOUSE

0270
27/03/02

Time critical reference

1. CHARGING PROVISIONS AND OTHER RESTRICTIONS

1.1 First fixed charge

The Chargor with full title guarantee and as a continuing security for the payment and discharge of the Secured Sums on the Due Dates charged in favour of the Bank by way of first fixed charge the Deposit and the debts represented by the Deposit to the intent that the Deposit shall not be released to the Chargor until the Secured Sums have been unconditionally and irrevocably paid and discharged in full.

1.2 Negative pledge

In the Deed, the Chargor agreed that it would not assign, transfer or otherwise dispose of the Deposit nor create or permit to subsist any Security Interest thereon, except for the Security Interest created by the Deed.

Particulars as to commission allowance or discount (note 3)

N/A

Signed Theodore Goddard Date 27/3/2002

On behalf of [company] mortgagee/chargee †

† 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 made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

2. Definitions

In this Form 395 the following words shall have the following meaning:

"Account Bank" means the bank with which the Chargor maintains the Security Account which unless the Bank otherwise agrees in writing shall be the Bank or an institution within the same group of companies as the Bank.

"Borrowers" means the partners for the time being of the Lessor each of whom have entered into a Loan Agreement with the Bank.

"Deposit" means the monies credited, from time to time, to the Security Account together with all entitlements to interest, the right to repayment and other rights and benefits accruing thereto or arising in connection therewith.

"Due Dates" means, in relation to the Secured Sums, each date on which any payment in respect thereof becomes due (whether on scheduled maturity, by acceleration or otherwise).

"Film" means the television series entitled "Smack the Pony Series 3" and "Big Train Series B" referred to in the Lease.

"Film Lease" means the film Lease entered into between the Lessor and the Lessee in relation to the Film.

"Lessee" means the Chargor acting in its capacity as lessee under the Film Lease.

"Lessor" means Ivory Film Partners acting in its capacity as lessor under the Film Lease and shall for the avoidance of doubt include the Bank as assignee of the benefit of the Film Lease and the person entitled to the benefit of the payment obligations of the Lessee thereunder

"Loan Agreements" means the loan agreements entered into by the Bank and the Borrowers whereby the Bank agreed to grant loan facilities in the maximum aggregate sum of £3,945,000 to the Borrowers and a maximum aggregate amount of £3,111,306.30 was borrowed in relation to the Film.

"Security Account" means account number 53835220, Sort Code 30-16-07 maintained by the Chargor with the Account Bank and all rights of the Chargor in relation thereto or such other account or accounts as the Bank and the Chargor shall mutually agree (such agreement not to be unreasonably withheld or delayed).

"Security Interest" means any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention, preferential right or trust arrangement or other security arrangement or agreement or any right (including any "hold back" or flawed asset arrangement) conferring a priority of payment.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01801230

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OVER ACCOUNTS DATED THE 14th MARCH 2002 AND CREATED BY TALKBACK PRODUCTIONS LIMITED FOR SECURING ALL MONIES OBLIGATIONS AND LIABILITIES DUE OR TO BECOME DUE FROM THE BORROWERS (AS DEFINED) TO THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND 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 27th MARCH 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd APRIL 2002.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

h.c.
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