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in black type, or
bold block lettering

*insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

[15]

2087671

Name of company

* Wall to Wall Television Limited

Date of creation of the charge

14th September 1998

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

Charge and Deed of Assignment

Amount secured by the mortgage or charge

All sums due, owing or payable to the Bank under a facility letter
between Wall to Wall Television Limited and Clydesdale Bank PLC dated
14th September 1998.

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

Clydesdale Bank PLC
Business Support Office
Piccadilly Circus, 35 Regent St
London SW1Y 4ND

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

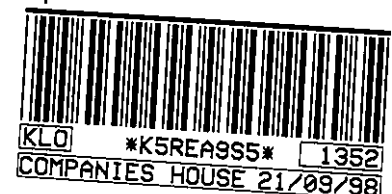
Richards Butler
Beaufort House
15 St. Botolph Street
London
EC3A 7EE

kh/98-18971

Time critical reference

For official use
Mortgage Section

Post room



Please see attached

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Particulars as to commission allowance or discount (note 3)

Signed

Richards Butler

Date

18/9/98

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.

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Particulars of a mortgage or charge (continued)

Continuation sheet No _____
to Form No 395 and 410 (Scot)

CHA 116

Please complete
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Company Number

2087671

Name of Company

Wall to Wall Television Limited

Limited*

* delete if
inappropriate

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

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

1.1 all copies made or to be made of, and all physical sound and visual material for incorporating or reproducing, the Programmes and any such other films and sound recordings as are mentioned in clause 2.2 hereof and all copies made or to be made of the scripts and musical scores thereof and any sketches and designs therefor; and

1.2 all sums from time to time standing to the credit of Wall to Wall Television Limited ('the Producer') in the Production Account and the debt or debts thereby represented;

1.3 all other rights and properties, including but not limited to physical properties acquired or to be acquired by the Producer in connection with the production of the Programmes including all those the Producer's rights interests and benefits under any agreements for the provision of any goods services or facilities for the production completion delivery and exploitation of the Programmes; and

1.4 the proceeds of all or any of the foregoing.

2.1 the Programmes Rights; and

2.2 the copyright and all other rights in the Programmes and any other films and any sound recordings made in the course of production of the Programmes or pursuant to any right acquired in connection with the said production or arising therefrom;

2.3 all rights of the Producer in relation to the sale, lease, licence, distribution, exhibition, broadcast, transmission, inclusion in cable Programmes services or other exploitation of the property and rights assigned to the Bank hereunder throughout the universe in any manner and in all media whether now known or hereafter invented together with all revenues arising therefrom and the benefit of all agreements entered into in relation thereto.

2.4 the benefit of all revenues accruing to the Producer or to the Producer's order or on the Producer's behalf in respect of the exhibition, distribution and exploitation of the Programmes and/or of the Programmes Rights and/or of the ancillary rights; and

2.5 the benefit of all agreements entered into or to be entered into by the Producer relating to the Programmes including, without limitation, all agreements for personal services, the grant of rights, the use of facilities and other production services and the products and proceeds thereof.

2.6 all rights of the Producer in relation to all music used in the production of the Programmes including (but not so as to limit the generality of the foregoing) the following -

(a) the right to adapt the same for the purpose of and to reproduce the same in the form of the Programmes and any such other films as are mentioned in clause 2.2 hereof; and

(b) the right (except for performing rights if the composer of the music is a member of the Performing Right Society) to perform the same in public by exploitation of the Programmes and any such films as aforesaid; and

(c) the right to broadcast or transmit the same by radio and television and to include the same in cable Programmes and to exploit the same in any other media whether now known or hereafter devised by means of the Programmes; and

(d) all music publishing and recording rights in the music;

2.7 the benefit of any policy of insurance taken out and maintained by the Producer in connection with the Programmes and any and all sums paid or payable thereunder;

2.8 all publishing, merchandising and ancillary rights in and to the Programmes and the script including without limitation remake and sequel rights and all rights to the title or titles thereof and the characters appearing therein; and

2.9 the proceeds of all or any of the foregoing.

NB All capitalised terms not defined herein shall bear the meanings ascribed to such terms in the Charge and Deed of Assignment between the Producer and the Bank dated 14th September 1998.

NB The Producer undertakes not to create any charges, mortgages, pledges, liens, encumbrances or other security interests over the Collateral without the prior written consent of the Bank, save for liens arising in the ordinary course of business.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02087671

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE AND DEED OF ASSIGNMENT DATED THE 14th SEPTEMBER 1998 AND CREATED BY WALL TO WALL TELEVISION LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CLYDESDALE BANK PLC UNDER A FACILITY LETTER DATED 14TH SEPTEMBER 1998 WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 21st SEPTEMBER 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23rd SEPTEMBER 1998 .

A handwritten signature in dark ink, appearing to read 'A. J. Wakeham', with the printed name 'A. J. WAKEHAM' underneath it.

for the Registrar of Companies



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

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