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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

126363/130

395

A fee of £13 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

1110

2087671

Name of company

* Wall to Wall Television Limited (Chargor)

Date of creation of the charge

29 November 2007

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

Debenture made between the Chargor and Barclays Bank PLC as security
trustee for the Beneficiaries (Security Trustee) (Deed)

Amount secured by the mortgage or charge

All monies and liabilities at the date of the Deed or thereafter due, owing
or incurred by the Chargor to the Beneficiaries (or any of them) under the
Secured Documents (or any of them) in any manner and in any currency or
currencies and whether present or future, actual or contingent, whether
incurred solely or jointly with any other person and whether as principal
or surety, together with all interest accruing on such monies and
liabilities and all costs, charges and expenses incurred by any Beneficiary
under any Secured Document, except for any obligation which, if it were
included here, would result in a contravention of section 151 of CA 1985,
or its equivalent in any other jurisdiction (Secured Obligations)

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

Barclays Bank PLC
1 Churchill Place
Canary Wharf, London

Postcode E14 5HP

Presenter's name address and
reference (if any)

Addleshaw Goddard LLP
100 Barbirolli Square
Manchester
M2 3AB 1993095-1

Ref RILEJA/1173-554

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

SATURDAY



A05

08/12/2007
COMPANIES HOUSE

306

Short particulars of all the property mortgaged or charged

1 General

All Security created by the Chargor under clauses 3 2 to 3 5 inclusive of the Deed (paragraphs 2 to 5 inclusive below) is

- (a) a continuing security for the payment and discharge of the Secured Obligations;
- (b) granted with full title guarantee,
- (c) granted in respect of all the right, title and interest (if any), present and future, of the Chargor in and to the relevant Secured Asset, and
- (d) granted in favour of the Security Trustee as security trustee for the Beneficiaries

Continued/

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 Addleshaw Goddard LLP Date 7 December 2007

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

* Wall to Wall Television Limited (Chargor)

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)

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)

2 First legal mortgages

The Chargor charges by way of first legal mortgage.

- (a) the Properties,
 - (b) all other interests and estates in freehold, leasehold or commonhold property,
- and in each case, all Premises and Fixtures on such property for the time being

3 Assignments

The Chargor charges by way of an assignment

- (a) the Chargor's Intellectual Property,
- (b) the Relevant Agreements to which the Chargor is a party, and
- (c) the Relevant Policies to which the Chargor is a party

4 First fixed charges

The Chargor charges by way of first fixed charge

- (a) all other interests and estates in any freehold, leasehold or commonhold property,
- (b) the proceeds of sale of the Chargor's Secured Property and all licences to enter on or use any Secured Property,
- (c) the benefit of all other agreements, instruments and rights relating to the Chargor's Secured Property,
- (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them (together

Name of company

*insert full name
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* Wall to Wall Television Limited (Chargor)

Chattels) present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them,

- (e) the Subsidiary Shares together with all Related Rights,
- (f) the Investments together with all Related Rights,
- (g) all book and other debts due to the Chargor and their proceeds (both collected and uncollected) (together **Debts**) and all rights, guarantees, security or other collateral in respect of the Debts (or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them),
- (h) all monies from time to time standing to the credit of each account held by the Chargor with any bank, building society, financial institution or other person (each an **Account**),
- (i) all the Chargor's Intellectual Property,
- (j) all the Chargor's goodwill and uncalled capital,
- (k) the benefit of all Authorisations held or utilised by the Chargor in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them, and
- (l) to the extent that any legal mortgage in clause 3 2 of the Deed or any assignment in clause 3 3 of the Deed is ineffective as a legal mortgage or an assignment (as applicable), the assets referred to in that clause

5 Floating charge

The Chargor charges by way of first floating charge all the Chargor's assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under clauses 3 2, 3 3 or 3 4 of the Deed

6 Qualifying floating charge

The Deed contains a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under the Deed

7 Negative pledge

- (a) The Chargor may not create or permit to subsist any Security over any of its assets
- (b) The Chargor may not
 - (1) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by the Chargor or any other member of the Group,
 - (11) sell, transfer or otherwise dispose of any of its receivables on recourse terms,
 - (111) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts,

Name of company

*insert full name
of Company

* Wall to Wall Television Limited (Chargor)

or

(iv) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset

8 Paragraphs 7 (a) and (b) above do not apply to any Security or arrangement which is Permitted Security

9 **Automatic conversion of floating charge to a fixed charge**

If (unless permitted in writing by the Security Trustee or expressly permitted under the terms of any Secured Document)

- (a) the Chargor creates or attempts to create any Security over any of its Floating Charge Assets,
- (b) any person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, or
- (c) any corporate action, legal proceedings or other procedures or steps are taken for the winding up, dissolution, administration or reorganisation of the Chargor

the floating charge created by the Deed will automatically and immediately without notice be converted into a fixed charge over the relevant assets or, in the circumstances described in clause 3 8(c) of the Deed, over all of the Floating Charge Assets

In this Form 395 the following terms have the following meanings

Accession Deed means a deed or agreement substantially in the form set out in schedule 6 to the Facilities Agreement (Form of Accession Deed)

Accounting Principles means generally accepted accounting principles in the United Kingdom

Acquisition means the acquisition by the Company of the Target Shares on the terms of the Acquisition Documents

Acquisition Agreement means the agreement dated on or about the date of the Facilities Agreement relating to the sale and purchase of the Target Shares and made between the Company and the Vendors

Acquisition Documents means the Acquisition Agreement together with all transfers and assignments made pursuant to that agreement, the Disclosure Letter and any other document designated as an Acquisition Document by the Agent and the Company

Additional Borrower means a company which becomes a borrower in accordance with clause 30 2 of the Facilities Agreement

Additional Chargor means a company which creates Security over its assets in favour of the Security Trustee by executing a Security Deed of Accession

Additional Guarantor means a company which becomes a Guarantor in accordance with clause

Name of company

*insert full name
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* Wall to Wall Television Limited (Chargor)

27 4 of the Facilities Agreement

Affiliate means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company

Agent means Barclays Bank PLC as agent of the other Finance Parties

Arrangers means Barclays Capital (the investment banking division of Barclays Bank PLC) and The Governor and Company of the Bank of Ireland

Authorisation means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration, or any other similar permission

Beneficiaries means the Finance Parties and the Bilateral Lenders and each individual shall be a Beneficiary

Bilateral Documents means each document relating to or evidencing the terms of a Bilateral Facility

Bilateral Facility means a bilateral facility made available to a member of the Group by a Bilateral Lender in accordance with clause 9 of the Facilities Agreement (Bilateral Facilities) including, without limitation, the guarantee facility made available by Barclays Bank PLC to the Company on 18 September 2007 in respect of the Twenty Twenty Loan Notes

Bilateral Lender means each of Barclays Bank PLC and The Governor and Company of the Bank of Ireland

Borrower means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 30 of the Facilities Agreement

Closing Date means the date on which Completion occurs

Company means Shed Media PLC registered in England with number 3617464

Company Intra-Group Loan Agreement means the loan agreement between the Company and certain other members of the Group pursuant to which those members of the Group have or will make available a facility to the Company

CA 1985 means the Companies Act 1985

Completion means the completion of the Acquisition in accordance with clause 3 of the Acquisition Agreement

Default means an Event of Default or any event or circumstance specified in clause 28 of the Facilities Agreement (Events of Default) which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Event

Disclosure Letter means the disclosure letter dated on or about the date of the Facilities Agreement and issued by the Vendors to the Company in respect of the warranties contained in the Acquisition Agreement

Event of Default means any event or circumstance specified as such in clause 28 of the Facilities Agreement (Events of Default)

Name of company

*insert full name
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* Wall to Wall Television Limited (Chargor)

Facility means Facility A or Facility B

Facility A means the term loan and guarantee facility made available under the Facilities Agreement as described in clause 2 1(a) (1) of the Facilities Agreement (The Facilities)

Facility A Extension Option means the option of the Company to seek an extension of the Termination Date applicable to Facility A pursuant to clause 10 4 of the Facilities Agreement (Extension of Facility A)

Facility B means the revolving credit facility made available under the Facilities Agreement as described in 2.1(a) (ii) of the Facilities Agreement (The Facilities)

Facility B Extension Option means the option of the Company to seek an extension of the Termination Date applicable to Facility B pursuant to clause 10 5 of the Facilities Agreement (Extension of Facility B)

Facilities Agreement means the facilities agreement between the Company, the Company and the subsidiaries of the Company listed in part 1 of schedule 1 thereto as Original Borrowers, the Company and the subsidiaries of the Company listed in part 1 of schedule 1 thereto as Original Guarantors, Barclays Capital and The Governor and Company of the Bank of Ireland as Arrangers, Barclays Bank PLC and The Governor and Company of the Bank of Ireland as Original Lenders, Barclays Bank PLC as Issuing Bank, Barclays Bank PLC as Agent and Security Trustee and dated 29 November 2007

Fee Letter means

- (a) any letter or letters dated on or about the date of the Facilities Agreement between
 - (i) the Arrangers and the Company,
 - (ii) the Agent and the Company, and
 - (iii) the Security Trustee and the Company

setting out any of the fees referred to in clause 17 of the Facilities Agreement and

- (b) any other agreement setting out fees referred to in clause 17 5 of the Facilities Agreement (Fees payable in respect of a Loan Note Guarantee)

Finance Document means any of the Facilities Agreement, any Accession Deed, any Fee Letter, any Hedging Agreement, the Intercreditor Deed, any Selection Notice, any Resignation Letter, any Security Document, any Utilisation Request and any other document designated as a Finance Document by the Agent and the Company

Finance Lease means any lease or hire purchase contract which would, in accordance with the Accounting Principles, be treated as a finance or capital lease

Finance Party means any of the Agent, each Arrangers, the Security Trustee, each Lender, the Issuing Bank and each Hedge Counterparty

Financial Indebtedness means any indebtedness for or in respect of

- (a) monies borrowed and debit balances at banks or other financial institutions,
- (b) acceptance under any acceptance credit or bill discounting facility (or dematerialised equivalent),

Name of company

*insert full name
of Company

* Wall to Wall Television Limited (Chargor)

- (c) any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument,
- (d) any Finance Leases,
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis and meet any requirement for de-recognition under the Accounting Principles),
- (f) any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account),
- (g) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution in respect of (i) an underlying liability of an entity which is not a member of the Group which liability would fall within one of the other paragraphs of this definition or (ii) any liabilities of any member of the Group relating to any post-retirement benefit scheme,
- (h) any amount raised by the issue of redeemable shares which are redeemable (other than at the option of the issuer) before the Termination Date applicable to Facility A or are otherwise classified as borrowings under the Accounting Principles,
- (i) any amount of any liability under an advance or deferred purchase agreement if (i) one of the primary reasons behind entering into the agreement is to raise finance or to finance the acquisition or construction of the asset or service in question or (ii) the agreement is in respect of the supply of assets or services and payment is due more than 90 days after the date of supply,
- (j) any amount raised under any other transaction (including any forward sale or purchase sale and sale back or sale and leaseback agreement) having the primary commercial or economic effect of a borrowing or otherwise classified as borrowings under the Accounting Principles, and
- (k) the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (j) (but for the purposes of clause 26 of the Facilities Agreement (Financial Covenants), without double counting)

Fixtures means in respect of any Secured Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery at the date of the Deed or thereafter on that Secured Property

Floating Charge Assets means all the assets and undertaking from time to time subject to the floating charge created under clause 3 5 of the Deed (Floating charge)

Group means the Company and each of its Subsidiaries for the time being

Guarantor means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with clause 30 of the Facilities Agreement

Hedge Counterparty means a Lender or an Affiliate of a Lender which has acceded to the Intercreditor Deed as a Hedge Counterparty by delivery to the Agent of a duly completed

Name of company

*insert full name
of Company

* Wall to Wall Television Limited (Chargor)

and executed accession deed in the form provided in the Intercreditor Deed

Hedging Agreement means any master agreement, confirmation, schedule or other agreement in form and substance satisfactory to the Agent to be entered into by the Company and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to the Facilities in accordance with the Hedging Letter delivered to the Agent under clause 4.1 (Initial conditions precedent) of the Facilities Agreement

Hedging Letter has the meaning given to that term in part 1 (Conditions precedent to initial Utilisation) of schedule 2 to the Facilities Agreement

Holding Company means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary

Insurance Policies means, in respect of the Chargor, all policies of insurance present and future in which it has an interest

Intellectual Property means

- (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests, whether registered or unregistered and
- (b) the benefit of all applications and rights to use such assets of each member of the Group

Intercreditor Deed means the intercreditor deed dated 29 November 2007 and made between the Company, the other Obligors, the Security Trustee, the Agent, the Arrangers, the Original Lenders, the Issuing Bank, the Hedge Counterparty and the Bilateral Lenders

Investments means any shares, stocks, debenture security, securities, bonds and investments of any type (other than the Subsidiary Shares) whatever, including but not limited to, negotiable instruments, certificates of deposit, eligible debt securities, interests in collective investment schemes, or other investments referred to in section 22 of, and as defined in Part II of Schedule 2 to, the Financial Services and Markets Act 2000 and Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, whether certificated or uncertificated, physical or dematerialised, registered or unregistered, held by the Chargor or by a trustee or clearance system or nominee

Issuing Bank means Barclays Bank PLC as loan note guarantee provider

Lender means

- (a) any Original Lender and
- (b) any bank, financial institution, trust, fund or other entity which has become a party in accordance with clause 29 of the Facilities Agreement

which in each case has not ceased to be a party in accordance with the terms of the Facilities Agreement

Loan Note Guarantee means a loan note guarantee issued or to be issued to holders of the Vendor Loan Notes and/or the 2008 Loan Notes (as the case may be) by the Issuing Bank in the form approved by the Issuing Bank or in substantially the form of schedule 10 of the Facilities Agreement (Form of Loan Note Guarantee)

Name of company

*insert full name
of Company

* Wall to Wall Television Limited (Chargor)

Obligor means a Borrower or a Guarantor**Original Borrower** means the Company and the subsidiaries of the Company listed in part 1 of schedule 1 to the Facilities Agreement**Original Guarantor** means the Subsidiaries of the Company listed in Part 1 of Schedule 1 of the Facilities Agreement as original guarantors together with the Company**Original Lenders** means Barclays Bank PLC and The Governor and Company of the Bank of Ireland**Permitted Security** means

- (a) any Security arising under the Security Documents
- (b) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any member of the Group
- (c) any netting or set-off arrangement entered into by any member of the Group in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of members of the Group (including a Bilateral Facility which is an overdraft comprising more than one account) but only so long as (i) such arrangement does not permit credit balances of Obligor to be netted or set off against debit balances of members of the Group which are not Obligor and (ii) such arrangement does not give rise to other Security over the assets of Obligor in support of liabilities of members of the Group which are not Obligor
- (d) any Security arising from an Obligor providing cash cover under the terms of any Finance Document
- (e) any Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a member of the Group in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any member of the Group
- (f) any Security or Quasi-Security (existing as at the date of the Facilities Agreement) over assets of any member of the Target Group so long as the Security or Quasi-Security is irrevocably removed or discharged by no later than the Closing Date
- (g) any Security or Quasi-Security arising as a consequence of any finance or capital lease permitted pursuant to the Facilities Agreement
- (h) contractual payment set-off rights arising in the ordinary course of trading
- (i) any Security in respect of TV Production Funding
- (k) any Security granted or to be granted by Wall to Wall (New Tricks) Limited to Barclays Bank PLC in respect of the facility, described in schedule 15 to the Facilities Agreement or
- (l) any Security permitted by the Agent in writing

Premises means any building on a Secured Property

Name of company

*insert full name
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* Wall to Wall Television Limited (Chargor)

Properties means the properties listed in schedule 1 to the Deed (of which there are none)

Quasi-Security has the meaning given to that term in clause 27 12 of the Facilities Agreement (Negative Pledge)

Real Property means

- (a) any freehold, leasehold, commonhold or immovable property and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold, commonhold or immovable property

Related Rights means, in respect of any Investment or Subsidiary Share

- (a) all monies paid or payable in respect of that Investment or Subsidiary Share (whether as income, capital or otherwise)
- (b) all shares, investments or other assets derived from that Investment or Subsidiary Share and
- (c) all rights derived from that Investment or Subsidiary Share

Relevant Agreement means

- (a) the Acquisition Agreement
- (b) each Hedging Agreement and
- (c) each other agreement designated as a Relevant Agreement by the Security Trustee and the Company in writing

Relevant Policies means all Insurance Policies (other than policies in respect of third party liability) together with all monies payable in respect of those policies

Resignation Letter means a letter substantially in the form set out in schedule 7 to the Facilities Agreement

Secured Assets means all of the assets of the Obligors which from time to time are, or are expressed to be, the subject of the Transaction Security

Secured Documents means the Finance Documents and the Bilateral Documents

Secured Property means at any time the Properties and all freehold, leasehold or commonhold property which is subject to any Security created by, under or supplemental to the Deed

Security means a mortgage, charge, pledge, lien, security assignment or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

Security Documents means

- (a) the Deed, and

Name of company

*insert full name
of Company

* Wall to Wall Television Limited (Chargor)

- (b) any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents

Security Period means the period beginning on the date of the Debenture and ending on the date on which the Secured Obligations have been irrevocably and unconditionally satisfied in full and all facilities made available by the Finance Parties (or any of them) under the Finance Documents (or any of them) have been cancelled

Subsidiary means a subsidiary undertaking within the meaning of section 258 of the CA1985

Subsidiary Shares means, in respect of the Chargor, all shares present and future held by it in its Subsidiaries (including those listed in schedule 2 to the Deed and reproduced as schedule 1 to this Form 395)

Selection Notice means a notice substantially in the form set out in part 2 of schedule 3 to the Facilities Agreement (Selection Notice)

Target means Wall to Wall (Holdings) Limited registered in England with number 2580387

Target Group means the Target and its Subsidiaries

Target Shares means all of the shares of the Target and all warrants and options in respect of the share capital of the Target

Termination Date means

- (a) in relation to Facility A, the third anniversary of the date of the Facilities Agreement or any later date agreed between the Company and the Lenders in accordance with the Facility A Extension Option and
- (b) in relation to Facility B, the date falling 364 days after the date of the Facilities Agreement or any later date agreed between the Company and the Lenders in accordance with the Facility B Extension Option

Transaction Security means the Security created or expressed to be created in favour of the Security Trustee pursuant to the Security Documents

Treasury Transaction means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price

TV Production Contract means a contract entered into between a member of the Group and a television broadcaster pursuant to which such television broadcaster commissions and the relevant member of the Group agreed to produce TV Programmes

TV Production Funding means the funding to a member of the Group to cover all or a part of all costs of production associated with commissioning TV programmes secured only on the relevant TV Programmes and the proceeds generated by such TV Programmes

TV Programme means a television programme commissioned by a television broadcaster with a member of the Group pursuant to the terms of a TV Production Contract

Twenty Twenty Loan Notes means the £1,889,489 guaranteed unsecured loan notes due 2012 of the Company

Company number

2087671

Name of company

*insert full name
of Company

* Wall to Wall Television Limited (Chargor)

Utilisation Request means a notice substantially in the relevant form set out in part 1 of schedule 3 to the Facilities Agreement

Vendors means Alex Graham, Jonathan Hewes, Leanne Klein, Claire Hungate, Stuart Mullin, Helena Ely and Gavin Rota

Vendor Loan Notes means the £2,120,900 guaranteed unsecured loan notes due 2008 of the Company

Schedule 1 to Form 395

Subsidiary Shares

Chargor	Name and registered number of Subsidiary	Number and class of shares
Shed Media PLC	Shed Productions Limited (6348976)	1 Ordinary share of £1 each
Shed Media PLC	Shed Productions (Bad Girls) Limited (4867396)	1 Ordinary share of £1 each
Shed Media PLC	Shed Productions (DH) Limited (4142209)	100 Ordinary shares of £1 each
Shed Media PLC	Shed Productions (Extra Time) Limited (3805312)	300 Ordinary shares of £1 each
Shed Media PLC	Shed Productions (FW) Limited (4142186)	100 Ordinary shares of £1 each
Shed Media PLC	Shed Productions (FW4) Limited (5153208)	1 Ordinary share of £1 each
Shed Media PLC	Shed Productions (FW2) Limited (4353312)	1 Ordinary share of £1 each
Shed Media PLC	Shed Productions (Jailbirds) Limited (3613050)	300 Ordinary shares of £1 each
Shed Media PLC	Shed Productions (Fugitives) Limited (5215428)	1 Ordinary share of £1 each
Shed Media PLC	Ricochet Limited (4053062)	200 Ordinary shares of £1 each
Shed Media PLC	Outright Distribution Limited (4840749)	300,000 Ordinary shares of £1 each
Shed Media PLC	Shed Productions (WR) Limited (4034991)	100 Ordinary shares of £1 each
Shed Media PLC	Twenty Twenty Productions Limited (3231683)	12,760 Ordinary shares of £0.01 each
Shed Media PLC	Wall to Wall (Holdings) Limited (2580387)	10,000 Ordinary shares of £0.10 each
Shed Media PLC	All Banged Up Limited (4819831)	1 Ordinary share of £1 each
Ricochet Limited	Ricochet Productions Limited (5203551)	1 Ordinary share of £1 each
Ricochet Limited	Off The Grid Limited (5706420)	1 Ordinary share of £1 each
Ricochet Limited	Ricochet South Limited (5163120)	2 Ordinary shares of £1 each
Ricochet Limited	Ricochet Films Limited (2812730)	2 Ordinary shares of £1 each
Ricochet Limited	Ricochet Digital Limited (4053065)	100 Ordinary shares of £1 each

Chargor	Name and registered number of Subsidiary	Number and class of shares
Ricochet Productions Limited	Supernanny USA Inc	100 common stock shares
Ricochet Productions Limited	Ricochet Television Inc	100 common stock shares
Ricochet Productions Limited	Alaska Experiment Inc	100 common stock shares of \$0 01 each
Ricochet Productions Limited	Mamo Inc	100 common stock shares of \$0 01
Ricochet Productions Limited	TBTW Inc	100 common stock shares of \$0 01
Ricochet Productions Limited	Supernanny Web Limited (6408084)	1 Ordinary share of £1 each
Twenty Twenty Productions Limited	Twenty Twenty Brighton Limited (4686860)	80 Ordinary shares of £1 each
Wall to Wall (Holdings) Limited	Wall to Wall Television Limited (2087671)	100 Ordinary shares of £1 each
Wall to Wall (Holdings) Limited	Wall to Wall Media Limited (4207414)	2 Ordinary shares of £1 each
Wall to Wall (Holdings) Limited	Spring Place Services Limited (2580785)	100 Ordinary shares of £1 each
Wall to Wall Media Limited	Wall to Wall (New Tricks) Limited (4830154)	1000 Ordinary shares of £1 each
Wall to Wall Media Limited	Wall to Wall Inc	200 Ordinary shares of \$0 01
Wall to Wall Television Limited	Wall to Wall (Egypt) Limited (4207420)	2 Ordinary shares of £1 each
Wall to Wall Television Limited	Wall to Wall Drama Limited (3133863)	100 Ordinary shares of £1 each
Wall to Wall Television Limited	Brand Events History Limited (6201681)	225 Ordinary shares of £1 each

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 DEBENTURE DATED THE 29th NOVEMBER 2007 AND CREATED BY WALL TO WALL TELEVISION LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE BENEFICIARIES (OR ANY OF THEM) 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 8th DECEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th DECEMBER 2007

A handwritten signature in black ink, appearing to be 'P. H.' or similar.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES