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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

Name of company

* Wall to Wall Television Limited ('the Chargor')

Date of creation of the charge

23rd July 2002

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

Debenture

Amount secured by the mortgage or charge

1. All monies and liabilities which now are or shall at any time hereafter be due owing or incurred to Clydesdale Bank Public Limited Company ('the Bank') by the Chargor whether actually or contingently and whether presently or in the future and whether solely or jointly with any other person and whether as principal or surety or in any way whatsoever provided that the monies and liabilities which the Chargor hereby covenants to pay and discharge shall not include any monies and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974, unless specifically agreed in writing between the Chargor and the Bank; [continued]

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

Clydesdale Bank Public Limited Company, 30 St. Vincent Place, Glasgow

Postcode G1 2HL

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

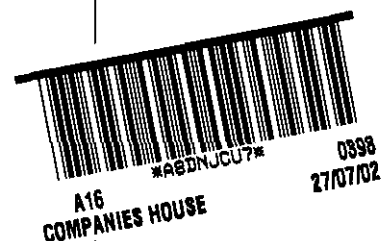
Richards Butler
Beaufort House
15 St Botolph Street
London
EC3A 7EE

BHS/SLH/01-35822

Time critical reference

For official Use
Mortgage Section

Post room



The Chargor with full title guarantee hereby charges in favour of the Bank as a continuing security for the Secured Amounts:

1.1 By way of legal mortgage of the Chargor's property, assets, rights and leasehold interest in and to the television series entitled "Country House" (~~the Programme~~) the Chargor having leased the Programme from Malachite Film Partners pursuant to a Leasing Agreement.

1.2 By way of a floating charge all the property assets and undertaking of the Chargor both present and future not subject to a fixed charge hereunder.

95

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)

Not Applicable

Signed

Richards Butler

Date

26th July 2002

On behalf of [XXXXXX] [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 CF14 3UZ

CHFP025

Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company Number

02087671

Name of Company

Wall to Wall Television Limited ('the Chargor')

Limited*

* delete if
inappropriate

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

2. On a full and unlimited indemnity basis all costs charges losses expenses and:

2.1 All costs charges losses expenses and other sums from time to time expended paid or incurred by or on behalf of the Bank or any receiver or receiver and manager for the time being appointed by the Bank under or by virtue of the Debenture ('the Receiver') in relation to the Debenture or the Secured Amounts (defined below) or any other security held by or offered to the Bank in respect thereof on a full and unlimited indemnity basis including, without prejudice to the generality of the foregoing, all costs charges and expenses (including without limitation the fees of professional advisors to the Bank and the Receiver) incurred in connection with the stamping negotiation preparation execution registration and perfecting of the Debenture or with any proceedings by or against any third party relating to the property assets and undertaking ('the Charged Assets') for the time being of the Chargor which are subject to the charges contained in the Debenture other than all book debts and other debts now and from time to time hereafter due owing or incurred to the Chargor other than such of the said debts as the Bank may have specifically agreed in writing to exclude from the first fixed charge contained herein ('the Charged Debts')/and or the Charged Debts or to the security hereby constituted or otherwise in the protection realisation or enforcement or attempted realisation or enforcement of the security constituted by the Debenture or any such other security (including without limitation the Bank's own administrative costs and expenses) and in connection with or contemplation of any proceedings hereunder or under any such other security or the recovery or attempted recovery of the Secured Amounts (defined below) whether or not such proceedings are withdrawn or are unsuccessful and all liabilities suffered or incurred by it or him, directly or indirectly, in the execution or purported or attempted execution of any of the powers authorities or discretions vested in it or him under or pursuant to the Debenture and for all actions claims and demands in respect of any matter or thing done or omitted to be done in any way relating to the Charged Assets and/or Charged Debts; and

2.2 All sums of whatsoever nature which are payable by the Chargor under the Debenture and which are now or at any time hereafter become subject to Value Added Tax or any similar tax shall be deemed to be exclusive of Value Added Tax or any similar tax and the Chargor in addition to such sums will indemnify the Bank from and against all claims and liabilities whatsoever in respect thereof.

3. Interest to the date of discharge on all sums payable and liabilities to be discharged under any of the provisions of the Debenture.

(together 'the Secured Amounts')

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 23rd JULY 2002 AND CREATED BY WALL TO WALL TELEVISION LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CLYDESDALE BANK PUBLIC LIMITED COMPANY ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 27th JULY 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31st JULY 2002.

RECORDED



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —