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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not
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this margin

Pursuant to section 395 of the Companies Act 1985

CHA 116

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

To the Registrar of Companies

For official use

Company number

113

2980523

Name of company

* BANDLER LIMITED ("the Company")

* insert full name
of company

Date of creation of the charge

5th March 1997

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

COMPOSITE GUARANTEE AND DEBENTURE ("the Deed")

Amount secured by the mortgage or charge

All indebtedness, liabilities and obligations which are as at 5th March 1997 or may at any time thereafter be due, owing or incurred in any manner whatsoever to the Security Beneficiaries or any of them, by any Group Company whether actually or contingently, whether pursuant to the Guarantee or otherwise, and whether solely or jointly with any other person and whether as principal or surety and whether or not the Security Beneficiaries or any of them shall have been an original party to the relevant transaction and in whatever currency denominated including all liabilities from time to time assumed or incurred by the Security Beneficiaries or any of them at the request of any Group Company in connection with foreign exchange transactions, acceptances, discounting or otherwise or under guarantees, bonds, indemnities, documentary or other credits or any instruments whatsoever and including interest, discount, commission and other lawful charges or reasonable expenses which the Security Beneficiaries or any of them may in the course of its business charge in respect of any facilities or accommodation or service provided by the Security Beneficiaries or any of them or for any of them keeping any Group Company's account;

/Cont'd.....

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

The Governor and Company of the Bank of Scotland ("the Security Trustee"), The Mound, Edinburgh EH1 1YZ

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

Dibb Lupton Alsop
125 London Wall
London EC2Y 5AE

[donalddm]/forms/fo-3481.dwm

For official use
Mortgage Section

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

The Company with full title guarantee and as a continuing security for the payment or discharge of all the Secured Obligations and all its other obligations under the Deed:-

1. Charged to the Security Trustee by way of first legal mortgage:-
 - 1.1 all its freehold and leasehold interest in the properties title to which is registered at HM Land Registry as described in the Schedule hereto together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including other trade fixtures and excluding in the case of freehold property and leasehold property which is let or sub-let to a third party, tenant's and trade fixtures and fittings of such third party) and fixed plant and machinery at any time thereon;
 - 1.2 all other freehold and leasehold interests in the properties as at 5th March 1997 vested in it but title to which is not registered at HM Land Registry as described in the Schedule hereto together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including other trade fixtures and excluding in the case of freehold property and leasehold property which is let or sub-let to a third party, tenant's and trade fixtures and fittings of such third party) and fixed plant and machinery at any time thereon;

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Particulars as to commission allowance or discount (note 3)

N/A

Signed

Date

12/3/57

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

† delete as
appropriate

- 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 1
to Form No 395 and 410 (Scot)

CHA 116

Please complete
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Company Number

2980523

Name of Company

BANDLER LIMITED ("the Company")

~~limited~~ x

* delete if
inappropriate

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

NOTE.

In this form:-

"Acquisition Documents" means the acquisition agreement in the agreed terms, providing for the acquisition by ATX Limited of certain of the assets of the business known as "Teddington Studios" from Thames Television Limited and Teddington Studios Limited together with all other documents entered into pursuant thereto;

"the Act" means the Law of Property Act 1925;

"Charged Property" means the property referred to in Clause 4 of the Deed and all other property of whatsoever nature from time to time charged by or pursuant to the Deed;

"Facilities Agreement" means the facilities agreement dated 5th March 1997 between Switch Limited (1), the Company listed in Schedule 2 thereto (2) and The Governor and Company of the Bank of Scotland (3);

"Encumbrance" includes any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, or any other security agreement or arrangement (excluding retention of title clauses) whether relating to existing or future assets;

"Group" means Switch Limited and its Subsidiaries (as more particularly defined in the Facilities Agreement) from time to time, "Group Company" means any of them and "Group Companies" means all of them;

"Guarantee" means the guarantee contained in sub-clause 2.1 of the Deed as extended by the Third Schedule thereto;

"Intellectual Property" means all copyrights, patents and registered and unregistered designs (including applications any rights to apply therefor), inventions, rights in trademarks and service marks whether registered or not (including all registrations thereof and applications and rights to apply therefor), confidential information and know-how and fees, royalties and other rights of every kind deriving from copyright, patents or inventions or other intellectual property throughout the World;

"Permitted Encumbrance" means any of:-

- (i) a lien or right of set-off arising between Charging Companies (as more particularly defined in the Facilities Agreement) (or in the ordinary course of business or solely by operation of law (or by contractual provisions having a substantially similar effect));
- (ii) an Encumbrance which the Bank has at any time in writing agreed shall be a Permitted Encumbrance;
- (iii) an Encumbrance arising under the Banking Documents (as more particularly defined in the Facilities Agreement);
- (iv) an Encumbrance over any asset arising in the ordinary course of business as a result of a title-retention or title transfer provision in the contract relating to the acquisition of that asset;
- (v) the cash collateralisation of any performance bonds, letters of credit or guarantees issued by any Bank in respect of the obligations of any Group Company; and
- (vi) any netting arrangement under the Working Capital Facility Letter or other right of set-off in respect of the Working Capital Indebtedness (both as more particularly defined in the Facilities Agreement);
- (vii) Encumbrances arising by operation of law with respect to Taxes (as more particularly defined in the Facilities Agreement);
- (viii) Encumbrances over goods and documents of title to goods arising in the ordinary course of letter of credit and other documentary credit transactions entered into in the ordinary course of trading;
- (ix) any Encumbrance existing at the time of acquisition of any asset acquired after the Completion Date (as more particularly defined in the Facilities Agreement) and not created in contemplation of that acquisition and any substitute security created on such asset in connection with the refinancing of that indebtedness secured on that asset;
- (x) the rent deposit deed dated 25th September 1996 over sums deposited by Arena Transmissions Limited (not to exceed £100,000 in aggregate) with Celus Holdings Limited;
- (xi) any Encumbrance created by clause 8.8 of a supply agreement to be entered into between (1) ATX Limited (2) Pearson Television Limited (3) Switch Limited and (4) Thames Television Limited;

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

Please complete
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Please complete
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2. The Company charged to the Security Trustee by way of first fixed charge:-
 - 2.1 all future freehold and leasehold property of the Company together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including trade fixtures and excluding in the case of freehold property and leasehold property which is let or sub-let to a third party, tenant's and trade fixtures and fittings of such third party) and fixed plant and machinery at any time thereon;
 - 2.2 all estates and interests not thereinbefore effectively charged as at 5th March 1997 or thereafter belonging to the Company in or over land wheresoever situate or the proceeds of sale of land and all licences as at 5th March 1997 or thereafter held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become a party or otherwise entitled and all trade and tenant's fixtures, plant and machinery owned by the Company as at 5th March 1997 or thereafter annexed to all freehold and leasehold property its estate or interest in which stands charged thereunder;
 - 2.3 all stocks, shares (including but not limited to shares in any subsidiary), debentures, loan capital, right to subscribe for, convert other securities into or otherwise acquire any stocks, shares, debentures or loan capital of any other body corporate as at 5th March 1997 or at any time thereafter belonging to the Company, together with all dividends (unless such dividends are or are to be paid in satisfaction of any of the Secured Obligations), interest and other income and all other rights or whatsoever kind deriving from or incidental to any of the foregoing;
 - 2.4 the goodwill of the Company and its uncalled capital as at 5th March 1997 or at any time thereafter in existence and future calls (whether made by the directors of the Company or by a Receiver or a liquidator);
 - 2.5 all Intellectual Property as at 5th March 1997 or at any time thereafter belonging to or assigned to or licensed to the Company;
 - 2.6 all plant, vehicles and machinery as at 5th March 1997 or at any time thereafter belonging to the Company (excluding however plant and machinery for the time being forming part of its stock in trade or work in progress);
 - 2.7 all chattels as at 5th March 1997 or at any time thereafter hired, leased or rented by the Company to any other person together in each case subject to and with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of such contract;
 - 2.8 all Receivables; and
 - 2.9 the benefit of all contracts licences consents and authorisations (statutory or otherwise) ("the Contracts") held in connection with its business or the use of any Charged Property specified in any other paragraph or sub-paragraph of Clause 1 above and this Clause 2 and the right to recover and receive all compensation which may be payable to it in respect of them; and
 - 2.10 the benefit of all warranties and indemnities granted in favour of the Company under or pursuant to the Acquisition Documents and the right to recover and receive all damages and/or compensation which may be payable to it in respect of them.
3. The Company charged to the Security Trustee by way of first floating charge all its undertaking and all its property and assets whatsoever and wheresoever situated both present and future, including (without prejudice to the generality of the foregoing) (i) heritable property and all other property and assets in Scotland and (ii) the proceeds of collection of any Receivables, but excluding any property or assets from time to time or for the time being effectively charged by way of fixed charge under or pursuant to the Deed.
4. The Company assigned to the Security Trustee, to the extent such may be assigned, the benefit of all representations, undertakings, warranties and indemnities granted in favour of the Company under or pursuant to the Acquisition Documents and the right to recover and receive all damages and/or compensation which may be payable to it in respect thereof and the Company shall, upon request of the Security Trustee, forthwith serve written notice upon the Vendor or Vendors of such assignment.
5. The security from time to time constituted by or pursuant to the Deed shall:-
 - 5.1 be in addition to and shall be independent of every bill, note, guarantee, mortgage or other security which the Security Trustee may at any time hold for any of the Secured Obligations and it is hereby declared that no prior security held by the Security Trustee over the Charged Property or any part thereof shall merge into the security created by the Deed or pursuant thereto; and
 - 5.2 remain in full force and effect as a continuing security until the earlier of (i) the Security Trustee having certified in writing that the Secured Obligations have been discharged in full and (ii) the security constituted by the Deed having been released.

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Particulars of a mortgage or charge (continued)

Continuation sheet No 2
to Form No 395 and 410 (Scot)

CHA 116

Please complete
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bold block lettering

Company Number

2980523

Name of Company

BANDLER LIMITED ("the Company")

~~limited~~xx

* delete if
inappropriate

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

Please complete
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"Receivables" means all present and future book debts, rentals, royalties, fees, cash received under Hedging Arrangements (as more particularly defined in the Facilities Agreement), VAT and all other amounts recoverable or receivable by any Charging Company from any other person due or owing to such Charging Company and the benefit of all rights relating thereto including, without limitation, negotiable instruments, legal or equitable charges, reservations of property rights, rights of tracing and unpaid vendors' liens and similar associated rights;

"Receiver" means any receiver or receiver and manager or administrative receiver appointed by the Bank under or by virtue of the Deed whether alone or jointly with any other person and includes any substitute for any of them appointed from time to time;

"Security Beneficiaries" means the Bank (as more particularly defined in the Facilities Agreement), Bank of Scotland Treasury Services plc, Wren Investments Limited and Eagle Star Insurance Company Limited or any other Subordinated Loan Note Holder (as more particularly defined in the Facilities Agreement).

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

Please complete
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6. The Company severally covenanted that during the continuance of the security it shall not without the consent in writing of the Security Trustee:-
- 6.1 create, extend or permit to subsist any Encumbrance (other than a Permitted Encumbrance) upon any of the Charged Property to secure any liability, actual or contingent;
- 6.2 save as permitted or required under the Deed or under the Facilities Agreement, sell, discount, factor, transfer, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or, save in the normal course of trading, any part of the Charged Property;
- 6.3 sell, factor, discount, assign or otherwise deal in or dispose of any of its book debts or other debts (present or future) including any of its negotiable instruments, rights of tracing, unpaid vendor's liens or similar associated rights, rental income or royalties.
7. Without prejudice to the generality of the covenant for further assurance deemed to be included in the Deed by virtue of Section 76(1)(C) of the Act, the Company shall from time to time whensoever reasonably requested by the Security Trustee and at the Company's cost, execute in favour of the Security Trustee or as the Security Trustee may reasonably direct, such further or other legal assignments, transfers, mortgages, legal or other charges or securities as in each case it may be lawful for the Company to execute and are neither inconsistent with the provisions of the Deed or the Facilities Agreement nor in their terms more onerous than the provisions of the Deed and the Security Trustee shall reasonably stipulate over the Charged Property for the purpose of more effectively providing the security stipulated in the Deed for the payment or discharge of the Secured Obligations. Without prejudice to the generality of the foregoing, such assignments, transfers, mortgages, legal or other charges or securities shall be in such form as the Security Trustee may reasonably require and may contain provisions such as are contained in the Deed and provisions to the like effect to the extent it is legally able to do so and/or such other provisions of whatsoever kind as the Security Trustee shall reasonably consider requisite for the perfection of the security constituted by or pursuant to the Deed save that such provisions shall not be more onerous than those of the Deed.

SCHEDULE

Details of Registered Land

ALL THAT freehold property registered at HM Land Registry with Title Absolute under Title Number SGL20910 and therein described as being 5 Broom Road, Teddington and land and buildings adjoining the whole of which is now known as Teddington Studios, Broom Road, Teddington, Middlesex.

Details of Unregistered Land

Nil.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02980523


THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND DEBENTURE DATED THE 5th MARCH 1997 AND CREATED BY BANDLER LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY GROUP COMPANY (AS THEREIN DEFINED) TO the GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND AS SECURITY TRUSTEE FOR THE BENEFICIARIES (AS THEREIN DEFINED) OR ANY OF THEM BY ANY GROUP COMPANY ON ANY ACCOUNT WHATSOEVER AND WHETHER PURSUANT TO THE GUARANTEE (AS THEREIN DEFINED) OR OTHERWISE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 13th MARCH 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th MARCH 1997.

W. Grandon
W. GRANDON

for the Registrar of Companies

PS 14/3


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