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CHFP041

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in black type or
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* Insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

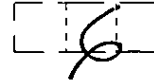
A fee of £13 is payable to Companies House in respect of
each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number



4377175

Name of company

PARTHENON ENTERTAINMENT LIMITED (the "Chargor")

Date of creation of the charge

30 AUGUST 2007

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

Charge over proceeds (the "Charge")

Amount secured by the mortgage or charge

All and any of the moneys, obligations and liabilities covenanted to be paid and discharged by the
Chargor under the Charge or otherwise secured or intended to be secured by the Charge

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

National Westminster Bank plc, Mayfair Media Centre, 65 Piccadilly, London W1A 2PP (the
"Lender") and HL Television Limited 69 Buchanan Street, Glasgow, GL1 3HL ("HLTV")

(together the "Chargees")

Postcode

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

Howard Kennedy
19 Cavendish Square
London
W1A 2AW
DX 42748 Oxford Circus North

Time critical reference
AG2/020 7546 8898

For official use (02/2006)
Mortgage Section

Post room

TUESDAY



L0PDXSV7

LD3

11/09/2007

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1 By absolute assignment to the Chargees, (and insofar as necessary by way of present assignment of future copyright pursuant to s 91 of the Copyright Designs and Patents Act 1988) the Chargor's entire right, title and interest present and future throughout the world in and to

1 1 the "Proceeds" being monies from time to time payable to the Chargor or in which the Chargor has an interest in pursuant to the distribution agreement dated on or about the 30 August 2007 between HLTV and the Chargor relating to the second series of the television programme with the umbrella title "Roman Mysteries" to be directed by Marcus D F White and Jill Robertson (the "Distribution Agreement") and all sums representing the proceeds of such monies including all sums standing to the credit of the bank account designated to receive "Gross Receipts" (as defined in the the agreement dated on or about the date of the Charge and entered into between inter alia the Chargor, the Lender and HLTV (the "Interparty Agreement") in accordance with the terms of the Interparty Agreement (the "Account") from time to time but subject to the prior right of the Chargor to deduct from and be reimbursed out of the Account the "Distributor Fee" (as set out in the Interparty Agreement), the "Distributor Expenses" (as set out in the Interparty Agreement) and the "Launch Costs" (as set out in the Interparty Agreement) from time to time due to the Chargor, and

1 2 all cash and cash at bank which represents or is derived from the Proceeds

2 By way of floating charge, any and all of the Chargor's rights whatsoever and wheresoever present
CONTINUED

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A fee is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge
(See Note 5)

† Delete as
appropriate

Particulars as to commission allowance or discount (note 3)

None

Signed Howard Kennedy Date 11th September 2007

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [company] [mortgage/chargee] †

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 are to be made payable to Companies House
- 6 The address of the Registrar of Companies is - Companies House, Crown Way, Cardiff CF4 3UZ

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Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Forms Nos 395 and 410 (Scot)

Company number

4377175

Please complete
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bold block lettering

Name of company

PARTHENON ENTERTAINMENT

Limited*

*Delete if
inappropriate

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

Amount due or owing on the mortgage or charge (continued)

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Com 395cont-2/4

Please do not write in this margin Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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and/or future in and to the property referred to in clause 4 1 1 of the Charge (and as described in paragraph 1 above) if and to the extent that such charge may fail for any reason to operate as a fixed security

3 Except as provided in clause 4 3 of the Charge (and described in paragraph 4 below), the Lender may by notice to the Chargor convert the floating charge created by clause 4 1 2 of the Charge (as described in paragraph 1 2 above) into a fixed charge as regards any of the Chargor's assets specified in that notice if

3 1 an "Event of Default" is outstanding (for the purposes of the Charge each of the following shall constitute an "Event of Default"

3 1 1 the presentation of a petition, an order being made or an effective resolution being passed for winding up of the Chargor except for the purposes of a reconstruction or amalgamation, or

3 1 2 a liquidator, administrator, (whether appointed pursuant to the Enterprise Act 2002 or otherwise) receiver, trustee, sequestrator or similar officer being appointed in respect of all or any of the assets of the Chargor or any legal procedure is commenced or other steps taken with a view to the appointment of any such aforementioned officer, or

3 1 3 a distress, execution or other legal process being levied against any of the assets of the Chargor not being discharged or paid within seven days, or

3 1 4 the Chargor suspending payment of its debts or being deemed under section 123 of the Insolvency Act 1986 or any other statutory modification or re-enactment thereof, to be unable to pay its debts, or

3 1 5 the Chargor ceasing, or threatening to cease, to carry on business, or

3 1 6 the Chargor not complying with its obligations under the Distribution Agreement and/or the Interparty Agreement with regard to all the property and assets charged and/or assigned or to be charged and/or assigned under this Charge in favour of the Lender as set out in clause 4 of the Charge (as described in paragraph 1 above) (the "Charged Assets") and/or any event occurs which in the reasonable opinion of the Bank is likely to have a material adverse effect on the ability of the Chargor to comply with its obligations under the Distribution Agreement and/or the Interparty Agreement with regard to the Charged Assets, or

3 1 7 any representation or warranty made by the Chargor being incorrect in any material respect as of the date on which it is made or deemed to be made, or there being any material adverse change in the position as set out in such representation or warranty), or

3 2 the Lender considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy

4 The floating charge created by clause 4 1 2 of the Charge (as described in paragraph 1 2 above) may not be converted into a fixed charge solely by reason of the obtaining of a moratorium, or anything done with a view to obtaining a moratorium under the Insolvency Act 2000

5 The Chargor has covenanted with the Chargees that it shall not, except for the security constituted by the Charge, create, permit or suffer to exist any any mortgage, charge, hypothecation, pledge, lien, assignment, title retention, preferential right, trust arrangement, conditional sale or other title retention agreement, combination of accounts or other arrangement or agreement the effect of which is the creation of security or a priority in right of payment whatsoever upon the Charged Assets without the Chargees' prior written consent, and shall not cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or the priority of the Lender's or HLTV's security constituted by the Charge

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 04377175

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OVER PROCEEDS DATED THE 30th AUGUST 2007 AND CREATED BY PARTHENON ENTERTAINMENT LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NATIONAL WESTMINSTER BANK PLC AND HL TELEVISION LIMITED 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 11th SEPTEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th SEPTEMBER 2007

A handwritten signature in black ink, appearing to be 'JZ' followed by a flourish.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES