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

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

04830154

Name of company

* Wall to Wall (New Tricks) Limited (the "Borrower")

Date of creation of the charge

23 September 2008

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

Charge dated 23 September 2008 between Barclays Bank plc (the "Bank") (1)
and the Borrower (2) in relation to a series of television programmes
provisionally entitled "New Tricks Series F" (the "Charge") (the
"Programme")

Amount secured by the mortgage or charge

All monies which shall for the time being be due or owing to the Bank by
the Borrower (including interest and other proper costs and charges)
pursuant to the Facility Letter and the Charge (the "Secured Amounts")

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

Barclays Bank plc, Media Banking Centre, 27 Soho Square, London

Postcode W1D 3QR

Presenter's name address and
reference (if any)

Davenport Lyons
30 Old Burlington Street
London
W1S 3NL

STB/PIM/BAR 2 350

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

FRIDAY



A56

26/09/2008

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

- 2 2 As continuing security for the payment to the Bank of the Secured Amounts and for the performance of the obligations of the Borrower under the Charge the Borrower with full title guarantee
- 2 2 1 assigns absolutely to the Bank by way of security throughout the world (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 Borrower's right, title and interest in and to
- (a) the Rights (subject to and with the benefit of the BBC Licence and the Worldwide Agreement in each case to the extent applicable to the Programme),
- (b) the BBC Licence to the extent applicable to the Programme and all of the Borrower's right, title, benefit and interest to and in the same including, without limitation, any and all sums of money whatever payable to or on account of the Borrower by the BBC pursuant to the BBC Licence to the extent applicable to the Programme, (cont. 4/4)

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

Particulars as to commission allowance or discount (note 3)

Signed

Daveyport Lyons

Date 24 September 2008

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [chargee] † Barclays Bank plc

*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 (New Tricks) Limited (the "Borrower")

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 descriptions of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

(c) the Worldwide Agreement to the extent applicable to the Programme and all of the Borrower's right, title, benefit and interest to and in the same including, without limitation, any and all sums of money whatever payable to or on account of the Borrower by Worldwide pursuant to the Worldwide Agreement to the extent applicable to the Programme,

(d) the benefit of the Insurance Policies now or in the future taken out by the Borrower in respect of the Programme and/or the Rights,

2 2 2 charges by way of first fixed charge to the Bank all the Borrower's right, title and interest in and to

(a) all those assets detailed at clause 2 2 1 above to the extent not validly assigned by way of security,

(b) the Programme (both as presently existing and to be created or acquired by the Borrower);

(c) the proceeds of the Insurance Policies now or in the future taken out by the Borrower in respect of the Programme and/or the Rights,

(d) all sums from time to time standing to the credit of the Borrower in the Borrower's Current Account,

(e) the Borrower's assets, rights and interests detailed in sub-clause 2 2 1 of the Charge if and to the extent that the assignment by way of security may fail for any reason to operate as an assignment by way of security,

2 2 3 charges by way of a floating charge any and all of the Borrower's rights and

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interest detailed in sub-clauses 2.2 2 of the Charge if and to the extent that the first fixed charge may fail for any reason to operate as a fixed charge Paragraph 14 of Schedule B1 of the Insolvency Act 1986 (incorporated by Schedule 16 of the Enterprise Act 2002) shall apply to any floating charge created pursuant to the Charge so that the Charge is a qualifying floating charge

The Charge also has a negative pledge

The Borrower warrants, undertakes and agrees with the Bank (until such time as the Secured Amounts have been paid to the Bank) as follows

4 2 not without the prior written consent of the Bank to sell, transfer, dispose of or part with possession or control of or attempt to sell transfer or dispose of the Charged Assets or any part of them or any interest in them nor directly or indirectly create or permit to exist or be created any mortgage, charge, lien, pledge, incumbrance or security interest upon or in the Charged Assets or any part of them, save pursuant to the BBC Licence and the Worldwide Agreement or as contemplated pursuant to the Subordination Deed

Except as otherwise defined in this form 395, capitalised terms used herein shall bear the meaning ascribed to them in the Charge



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4830154
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE DATED 23 SEPTEMBER
2008 AND CREATED BY WALL TO WALL (NEW TRICKS) LTD
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO BARCLAYS BANK PLC 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 26
SEPTEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 SEPTEMBER
2008

P. Con.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES