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## 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

4111

05415747

Name of company

\* Candu Entertainment Group Limited (the "Chargor")

Date of creation of the charge

21 December 2006

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

Deed of Charge over Credit Balances for Own Liabilities (the "Charge") dated 21 December 2006 created by the Chargor in favour of Barclays Bank PLC (the "Lender")

Amount secured by the mortgage or charge

See Part II of the attached Schedule.

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

Barclays Bank PLC  
One Churchill Place  
Canary Wharf, London

Postcode E14 5HP

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

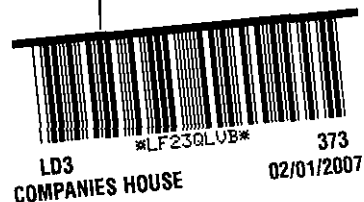
Lovells  
Atlantic House  
Holborn Viaduct  
London  
EC1A 2FG

F1/DAG/CB/001BB.56147/1743174

Time critical reference

For official Use (02/00)  
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

See Part III of the attached Schedule.

The attached schedule contains covenants by and restrictions on the Chargor which protect and further define the charges created by the Charge and which must be read as part of those charges.

Please do not write in this margin

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

M  
N

Particulars as to commission allowance or discount (note 3)

Not applicable.

Signed Deborah Goy

Date 02.01.2007

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [chargee] †

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

Notes

† 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.
- 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

CANDU ENTERTAINMENT GROUP LIMITED

SCHEDULE TO FORM 395

DEED OF CHARGE OVER CREDIT BALANCES FOR OWN LIABILITIES

PART I

DEFINITIONS

In this form 395 words or expressions defined in the Charge shall, unless otherwise defined below, bear the same meaning in this form 395 and, in addition, in this form 395 the following expressions have the following meanings:

**"Deposit(s)"** all sums of money in any currency:

- (a) deposited or paid by the Chargor at the date of the Charge or at any time thereafter to the credit of the account number A/C 80886483 (sort code 20-65-82) and/or (where the context permits) any additional and/or substitute account(s) in the future opened with the Lender for the deposit or holding of all or part of the money or interest subject to the Charge (including in each case such account as redesignated and/or renumbered from time to time); and
- (b) deposited or paid by the Chargor with or to the Lender or held by the Lender on behalf of the Chargor pursuant to the deposit contract(s) (if any), short particulars of which are given in Part 3 of Schedule 2 to the Charge; and
- (c) deposited or paid by the Chargor with or to the Lender or held by the Lender on behalf of the Chargor (whether in an account or otherwise) at the date of the Charge or at any time during the currency of the Charge, unless the Lender agrees in writing before such deposit or payment is made that it shall not be subject to the Charge (provided that this paragraph shall not extend to any money in any current account); and
- (d) representing the renewal or replacement of or for any sums deposited or paid or held as set out in the foregoing paragraphs;

and, in each case, whether any such account is opened in the name of the Chargor or in the Lender's name or otherwise.

The account referred to above is an interest bearing account opened in the books of Barclays Bank PLC (as renewed, redesignated, replaced or renumbered from time to time).

**"Secured Sums"** all money and of all liabilities at the date of the Charge or at any time thereafter due, owing or incurred to the Lender by the Chargor on any account or accounts or in respect of any obligation howsoever incurred to the Lender by the Chargor in whatsoever manner and whether actually or contingently and whether alone or together with another or others and whether as principal or surety and in whatsoever name or style, together with interest, discount, commission and all other charges, costs and expenses for which the Chargor may be or become liable to the Lender.

## **PART II**

### **AMOUNT SECURED BY THE CHARGE**

The Secured Sums.

## **PART III**

### **PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED**

1. By clause 1 of the Charge, the Chargor with full title guarantee charged in favour of the Lender by way of first fixed charge the Deposit(s), together with all interest from time to time accruing thereon, as security for the payment and discharge of the Secured Sums.
2. By clause 2 of the Charge, the Chargor assigned to the Lender for the purposes of and to give effect to the security created under the Charge the Chargor's right to require the Lender to repay to the Chargor the Deposit(s) and to pay interest thereon to the Chargor.

## **PART IV**

### **COVENANTS AND RESTRICTIONS**

3. By clause 3 of the Charge, the Chargor agreed that during the currency of the Charge and notwithstanding any term (express or implied) pursuant to which any of the Deposit(s) is or may be deposited with the Lender or paid to the Lender or held by the Lender, such Deposit(s) shall only be repayable upon written request or demand and the Chargor shall not be entitled to make any request or demand upon the Lender for repayment of such Deposit(s) or for payment of interest thereon, unless the Lender shall first have agreed to release the Charge insofar as it concerns such Deposit(s).
4. By clause 6 of the Charge, the Chargor agreed that it shall not assign, transfer, charge or otherwise alienate, deal with or encumber any or all of the money or interest subject to the Charge or the Chargor's right, title or interest therein, or agree to do so.
5. By clause 9 of the Charge the Chargor agreed, without prejudice to the Lender's other rights under the Charge and as a separate and independent stipulation, that the Lender may at any time or times without notice to the Chargor combine or consolidate any or all sums of money (or part(s) thereof) at the date of the Charge or thereafter standing to the Chargor's credit upon current account, deposit account or any other account or otherwise in whatever currency in any part of the world (whether opened with the Lender or opened by the Lender on behalf of the Chargor with some third party and whether opened in the Chargor's name or in the Lender's name or otherwise) with all or such part of the Secured Sums as the Lender may determine (whether presently payable or not).

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05415747

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF CHARGE OVER CREDIT BALANCES FOR OWN LIABILITIES DATED THE 21st DECEMBER 2006 AND CREATED BY CANDU ENTERTAINMENT GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 2nd JANUARY 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th JANUARY 2007.

*PDW*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES