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CHFP041

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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

2

5509856

Name of company

"WORLD MEDIA RIGHTS LIMITED (the "Chargor")

Date of creation of the charge

4 MAY 2007

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

Charge over intellectual property rights (the "Charge")

Amount secured by the mortgage or charge

1 All liabilities to the Bank of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Bank's charges and commission interest at the rate(s) charged to the Chargor by the Bank from time to time in respect of the Chargor's obligations and the Expenses (being all costs (including legal costs), charges, expenses and damages (and any value added tax thereon) (in each case on a full indemnity basis) sustained or incurred from time to time by the Bank in connection with the enforcement, defence or protection of the security (including the costs of any investigation by any person for the purposes of determining whether any action is appropriate to so enforce, defend or protect), the appointment of any delegate or sub-delegate under the Charge, or the pursuit of any rights contained in the Charge or under or in connection with any proceedings in respect of any dispute arising out of or in connection with the Charge (the "Proceedings") or any document referred to in the Charge) payable by the Chargor (the "Secured Liabilities")

CONTINUED

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

Coutts & Co (the "Bank")
440 Strand
London

Postcode WC2R 0QS

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

SATURDAY



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AHAY4PH9

12/05/2007

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1 By way of fixed charge with full title guarantee and with the intent that the security shall rank as a continuing security for all the Secure Liabilities, the Chargor's right, title and interest in and to

1 1 any or all

(a) right or licence to rent, lease, licence, exhibit, distribute, reissue and otherwise deal in or with the copyright arising from all underlying rights agreements listed in the schedule to the Charge in which the Chargor acquires either the rights to exploit any copyright, script or underlying source material (the "Existing Underlying Rights Contracts"), all distribution agreements listed in the schedule to the Charge relating to the Chargor granting a right to exploit copyright whether in any particular territories or media (the "Existing Distribution Contracts"), all underlying rights agreements (other than the Existing Underlying Rights Contracts) entered into by the Chargor from time to time in which the Chargor acquires the rights to exploit any copyright, script or underlying source material (the "Future Underlying Rights Contracts"), and any distribution agreements or other agreements which the Chargor enters into from time to time which grant a right to exploit copyright whether in any particular territories or media and which are not Existing Distribution Agreements (the "Future Distribution Contracts"), or any other copyright from time to time created by the Chargor or any part or parts thereof, in any and all forms and manner, lengths and languages, all versions, all materials by any and every means, method, process or device known or which may hereafter be discovered, invented,

CONTINUED

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

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

Particulars as to commission allowance or discount (note 3)

None

Signed Howard Kennedy

Date 11 May 2007

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

† 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 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

5509856

Please complete
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bold block lettering

Name of company

WORLD MEDIA RIGHTS

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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2 The Chargor has agreed to indemnify and agree to keep indemnified each of the Bank, any receiver or receiver and manager appointed under or pursuant to the Charge and any of their respective delegates or sub-delegates (a "Relevant Person") and any employee or other person for whose liability, acts or omissions such Relevant Person may be answerable, from and against all liabilities, reasonable costs, reasonable charges, losses and reasonable expenses suffered or incurred by them or any of them (other than as a result of such Relevant Person's gross negligence, wilful default or fraud) arising from or as a result of

2 1 the execution or the purported execution of any powers, authorities or discretions vested in any of them pursuant to the Charge,

2 2 any matter or thing done or omitted or in any way relating to the provisions of the Charge,

2 3 any breach by the Chargor of any of its covenants or other obligations to the Bank under the Charge, or

2 4 the enforcement of any of the provisions of the Charge,

or from or as a result of any action, claim or proceeding relating to any of the above

3 Interest on all the Secure Liabilities to the extent not paid when due, such interest to accrue in accordance with the facility agreement

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

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

developed, devised or created (including, by means of film, tape, wire, discs, cartridges, cassettes and other forms of video devices), and in any and all markets including, without limitation, theatrical, non-theatrical, television (whether so-called "free", "pay", "pay-per-view", "cable", or "subscription" television or otherwise and whether broadcast or transmitted in whole or in part, by means of cable, wire or other device), home showings, educational and industrial markets and to perform all sound and music synchronised therewith,

(b) the right to authorise others to exercise any of the foregoing, and

(c) any copyright created by the Company (together, the "Rights")

1 2 the Existing Underlying Rights Contracts,

1 3 the Existing Distribution Contracts,

1 4 all Future Underlying Rights Contracts, and

1 5 all Future Distribution Contracts

2 By way of fixed equitable charge, all of the rights, title and interest the Chargor may from time to time after the date of the Charge acquire or have in and to the Rights

3 By way of assignment, (which to the extent applicable shall take effect as a present assignment of future copyright pursuant to section 91 of the Copyright, Designs and Patents Act 1988) the Rights

4 The Chargor has covenanted with the Bank that it shall

4 1 not create, attempt to create, agree to create or permit to subsist any mortgage, charge, hypothecation, pledge, lien, encumbrance, trust arrangement, contractual arrangement or assignment having the effect of security, conditional sale or other title retention agreement, combination of accounts or other security interest whatsoever, howsoever created or arising (the "Security Interest") or permit or agree to permit any other proprietary right, right to occupy or other interest to arise in, on or to affect all the assets of the Chargor which are subject to a Security Interest created under or pursuant to the terms of the Charge

4 2 not part with possession of, transfer, sell or otherwise dispose of the Charged Assets, any interest in the same, grant any option to do the same or attempt or agree so to do (whether by a single or a series of transactions) save as provided in Clause 5 1 (Negative pledge) of the Charge and referred to in paragraph 4 1 above

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 05509856

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OVER INTELLECTUAL PROPERTY RIGHTS DATED THE 4th MAY 2007 AND CREATED BY WORLD MEDIA RIGHTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO COUTTS & CO ON ANY ACCOUNT WHATSOEVER 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 12th MAY 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st MAY 2007

Pangels



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —