

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

141111

4823611

Name of company

* ALL 3 MEDIA GROUP LIMITED (the "Company")

Date of creation of the charge

21 June 2005

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

SUPPLEMENTAL DEED relating to a Composite Guarantee and Debenture originally dated 29 August 2003 (the "Deed")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Group Company to the Lender whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety and in whatever currency denominated including all liabilities from time to time assumed or incurred by the Lender 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 Lender may in the course of its business charge in respect of any facilities or accommodation or service provided by the Lender or for keeping any Group Company's account, provided that no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Deed (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985 ("Secured Obligations")

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

THE ROYAL BANK OF SCOTLAND PLC (the "Lender") of 9th floor, 280 Bishopsgate, London.

Postcode EC2M 4RB

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

DLA Piper Rudnick Gray Cary
3 Noble Street
London EC2V 7EE

DXP/ad/Banking

68860.120069.6870788

Time critical reference

For official Use (02/00)

Mortgage Section

Post room



A04
COMPANIES HOUSE

0288
09/07/05

Short particulars of all the property mortgaged or charged

1. FIXED AND FLOATING CHARGES

1.1 Fixed charges

As a continuing security for the payment of the Secured Obligations, the Company, with full title guarantee, charged, and agreed to charge, in favour of the Lender the following assets which are at any time owned by the Company, or in which the Company is from time to time interested:

1.1.1 by way of first legal mortgage all the freehold and leasehold property (if any) vested in or charged to the Company including, without limitation, the property specified in schedule 1 hereto (if any), together with all buildings and fixtures (including trade fixtures) at any time thereon;

continued on continuation sheet 1, page 4

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed DLA Piper Redcliff Gray Cary UK LLP Date 8 July 2005

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

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

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

† delete as appropriate

CHFP025

Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company Number

4823611

Name of Company

ALL 3 MEDIA GROUP LIMITED (the "Company")

~~XXXXXX~~

* delete if
inappropriate

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

NOTE.

In this form:-

"Charged Assets" means all property and assets from time to time charged by or pursuant to the Composite Guarantee and Debenture;

"Charged Shares" means all shares specified in schedule 2 hereto, together with all other stocks, shares, debentures, bonds, warrants, coupons or other securities and Investments owned by any Charging Company;

"Charging Companies" means the Initial Charging Companies and any company which accedes to the terms of the Composite Guarantee and Debenture pursuant to the terms of a duly executed Deed of Accession (as defined in the Deed) (each a "Charging Company");

"Collections Accounts" has the meaning ascribed to that term in clause 11.1.2 of the Composite Guarantee and Debenture;

"Composite Guarantee and Debenture" means the composite guarantee and debenture dated 29 August 2003 and acceded to by various other Charging Companies on 17 June 2004 and 12 October 2004 and amended and restated pursuant to a Supplemental Deed dated 21 June 2005;

"Debtor" means any person who is liable (whether as principal debtor or as surety and whether actually or contingently) to discharge or pay a Receivable;

"Encumbrance" includes any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security;

"Event of Default" means any event or circumstance specified as such in clause 24.1 of the Facilities Agreement;

"Facilities Agreement" means a facilities agreement dated 31 July 2003 entered into between, amongst others, the Principal Borrower and The Royal Bank of Scotland plc, as amended by letters dated 16 October 2003 and 13 February 2004 and as acceded to by Tulip Holdings B.V. as Dutch Borrower and as acceded to by the Original Revolving Borrowers and the Original Production Borrowers (both as defined in the Facilities Agreement) on or around 29 August 2003, on or about 17 June 2004 and as amended and restated by a supplemental agreement dated on or around 17 June 2004 and as amended and restated by a supplemental agreement dated 12 October 2004 and as amended and restated on 21 June 2005;

"Group" means, at any time, the Parent and its Subsidiaries and Permitted Joint Ventures (all as defined in the Facilities Agreement) at such time (each a Group Company);

"Insurances" means the policies of insurance in which a Charging Company has an interest from time to time;

"Initial Charging Companies" means All 3 Media Limited (CRN: 4782820), All 3 Media Group Limited (CRN: 4823611), All 3 Media (Overseas) Limited (CRN: 3203247), North One Television Midlands Limited (CRN: 2906527), Cactus TV Limited (CRN: 2946371), Bentley Productions Limited (CRN: 1823410), North One Television Limited (CRN: 2315596), All 3 Media International Limited (CRN: 2522258), Assembly Film and Television Limited (CRN: 2918727), Lion Television Limited (CRN: 3336416), Ravenscourt Services Limited (CRN: 3534197), Company Television Limited (CRN: 3522155), Company Productions Limited (CRN: 4206278), Company Productions (North) Limited (CRN: 3838018), Company Television Productions Limited (CRN: 3733209), Lawzone Television Limited (CRN: 3930883), Company Pictures North Limited (CRN: 3952900), Company Productions (IOM) Limited (CRN: 103313C) and Company Films Limited (CRN: 3521769);

continued on continuation sheet 2, page 2

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

Please do not
write in this
binding 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*

1.1.2 by way of first fixed charge all other interests (not being charged by clause 4.1.1 of the Composite Guarantee and Debenture) in any freehold or leasehold property vested in or charged to the Company, the buildings and fixtures (including trade fixtures) at any time thereon, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land;

1.1.3 by way of first fixed charge all plant, machinery, computers, vehicles, office and other equipment and the benefit of all contracts, licences and warranties relating to the same;

1.1.4 by way of first fixed charge all Investments, together with all Related Rights from time to time accruing thereto;

1.1.5 by way of first fixed charge all rights and interests of the Company in, and claims under, the Insurances and all proceeds thereof held by, or written in favour of, the Company or in which the Company is otherwise interested;

1.1.6 by way of first fixed charge all its right, title, interest and benefit in and to the Collections Accounts, all monies standing to the credit of the Collections Accounts, all interest accrued on monies standing to the credit of the Collections Accounts and all rights of the Company to repayment of any of the foregoing;

1.1.7 by way of first fixed charge all monies standing to the credit of the Company from time to time on any and all accounts with any bank, financial institution, or other person;

1.1.8 to the extent that they are capable of being charged, by way of first fixed charge all Intellectual Property including but not limited to the Intellectual Property listed at schedule 3 hereto;

1.1.9 by way of first fixed charge the benefit of all licences, consents, agreements and authorisations held or utilised by the Company in connection with its business or the use of any of its assets;

1.1.10 to the extent not effectively assigned under clause 4.2 of the Composite Guarantee and Debenture (Assignment), by way of first fixed charge all Receivables;

1.1.11 by way of first fixed charge all the goodwill and uncalled capital of the Company; and

1.1.12 by way of first fixed charge all the Charged Shares together with all the Related Rights from time to time accruing thereto.

1.2 Assignment

As a continuing security for the payment of the Secured Obligations, the Company, with full title guarantee, assigned and agreed to assign absolutely in favour of the Lender all the rights, title, interest and benefit of the Company in and to the Receivables.

1.3 Floating charge

As further continuing security for the payment of the Secured Obligations, the Company charged with full title guarantee in favour of the Lender by way of first floating charge all its assets and undertaking whatsoever and wheresoever situated both present and future not effectively charged by way of first fixed mortgage or charge pursuant to the provisions of clause 4.1 of the Composite Guarantee and Debenture, including, without prejudice to the generality of the foregoing, heritable property and all other property and assets in Scotland.

continued on continuation sheet 2, page 4

CHFP025

**Particulars of a mortgage or charge
(continued)**

Please do not
write in this
binding margin

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

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

Company Number

4823611

Name of Company

ALL 3 MEDIA GROUP LIMITED (the "Company")

~~XXXXXX~~

* delete if
inappropriate

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

"Intellectual Property" means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the Group Companies (or any of them), in or relating to registered and unregistered trade marks and service marks, patents, registered designs, utility models, applications for any of the foregoing, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registerable business names and any other rights of every kind deriving from or through the exploitation of any of the aforementioned rights of any Group Company;

"Investments" means shares, certificates of deposit, debentures and other investments as defined in part II of schedule II of the Financial Services and Markets Act 2000;

"Permitted Encumbrances" shall have the meaning given to it in the Facilities Agreement;

"Principal Borrower" means All 3 Media Limited (CRN: 4782820);

"Receivables" means:

(i) all present and future book and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts recoverable or receivable by any Charging Company from other persons or due or owing to such Charging Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever);

(ii) the benefit of all rights and remedies relating to any of the foregoing including, without limitation, claims for damages and other remedies for non-payment of the same, all entitlements to interest, negotiable instruments, guarantees, indemnities, Encumbrances, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights; and

(iii) all proceeds of any of the foregoing;

"Related Rights" means, in relation to any Investments or Charged Shares, all dividends, distributions and other income paid or payable on the relevant Investment or Charged Shares (as the case may be), together with (a) all shares or other property derived from the relevant Investment or Charged Shares (as the case may be) and (b) all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to the relevant Investment or Charged Shares (whether by way of conversion, redemption, bonus, preference, option or otherwise).

SCHEDULES - SEE ATTACHED

Please do not
write in this
binding 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*

2. CONVERSION OF FLOATING CHARGE

2.1 Conversion of floating charge

The Lender may by written notice to the Company convert the floating charge created by the Deed into a fixed charge as regards all or any of the Company's assets specified in the notice if:

2.1.1 an Event of Default has occurred and is continuing; or

2.1.2 the Lender in its reasonable opinion 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.

2.2 Automatic conversion of floating charge

The floating charge created by the Company under the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge in relation to any of the Charged Assets subject to the floating charge created by clause 4.3 of the Composite Guarantee and Debenture (a "Floating Charge Asset") if the Company creates (or purports to create) an Encumbrance (other than a Permitted Encumbrance) on or over the relevant Floating Charge Asset without the prior consent in writing of the Lender or if any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Floating Charge Asset.

2.3 No waiver

The giving by the Lender of a notice pursuant to clause 5.1 of the Composite Guarantee and Debenture in relation to any class of assets of the Company shall not be construed as a waiver or abandonment of the rights of the Lender to serve similar notices in respect of any other class of assets or of any of the other rights of the Lender.

3. CONTINUING SECURITY

3.1 The Deed shall be in addition to, and without prejudice to and shall not merge with, any other right, remedy, guarantee, mortgage or other security which the Lender may at any time hold for any of the Secured Obligations and the Deed may be enforced against the Company without the Lender first having recourse to any other right, remedy, guarantee, mortgage or other security held or available to it.

3.2 The Deed shall remain in full force and effect as a continuing security until the Lender shall have certified in writing that the Secured Obligations have been discharged in full.

4. NEGATIVE PLEDGE

Save as permitted by the terms of the Facilities Agreement, the Company covenanted with the Lender that, during the continuance of the security created by the Deed, it shall not without the prior written consent of the Lender:

4.1 create or permit to subsist any Encumbrance (other than a Permitted Encumbrance) upon any of the Charged Assets; and

4.2 sell, transfer, lease, lend or otherwise dispose of, whether by a single transaction or a number of transactions and whether related or not, the whole or any part of the Charged Assets save for a disposal permitted under clause 23.1.2 of the Facilities Agreement.

continued on continuation sheet 3, page 4

CHFP025

Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

Continuation sheet No 3
to Form No 395 and 410 (Scot)

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

Company Number

4823611

Name of Company

ALL 3 MEDIA GROUP LIMITED (the "Company")

XXXXXX

* 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)

Please do not
write in this
binding margin

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

Please do not
write in this
binding 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*

5. FURTHER ASSURANCE

5.1 The Company will, whenever requested by the Lender and at its own expense, promptly execute such deeds or documents and take any action required by the Lender to perfect and protect the security created (or intended to be created) by the Deed or to facilitate the realisation thereof or otherwise to enforce the same or exercise any of the rights of the Lender under the Deed. In particular, but without limitation, the Company will:

5.1.1 execute a valid legal mortgage in such form as the Lender shall reasonably require of any freehold or leasehold property as at 21 June 2005 or in the future belonging to the Company which is not effectively charged by way of legal mortgage;

5.1.2 execute a legal assignment in such form as the Lender may reasonably require over all or any of the Receivables and give notice of such assignment to the relevant Debtors;

5.1.3 execute a valid fixed charge in such form as the Lender may reasonably require over any asset the subject of the floating charge under the Deed; and

5.1.4 otherwise execute all transfers, assignments, conveyances and assurances whatsoever and give all notices, orders, instructions and directions whatsoever which the Lender may think expedient.

5.2 Any security document required to be executed by the Company pursuant to clause 8.1 of the Composite Guarantee and Debenture will be prepared at the cost of the Company and will contain terms and conditions which are no more onerous than those contained in the Deed.

5.3 The Company as registered proprietor by the Deed appointed the Lender as its agent to apply for the particulars of the Deed and of the interest of the Lender in the Intellectual Property and any other or future trade marks or trade mark applications registered or to be registered in the United Kingdom in the name of the Company to be made on the Register of Trade Marks under section 25(1) of the Trade Marks Act 1994 and the Company agreed to execute all documents and forms required to enable such particulars to be entered on the Register of Trade Marks.

6. COVENANTS OF THE COMPANY

The Company covenanted with the Lender and covenanted to procure that each other Charging Company will:

6.1 Intellectual Property

not assign, sever, dispose of, or otherwise part with control of its material Intellectual Property, or create or permit to subsist any Encumbrance thereon (other than a Permitted Encumbrance), or grant any licence to any person to use the same in any manner which will materially and adversely affect the value of such material Intellectual Property;

continued on continuation sheet 4, page 4

CHFP025

**Particulars of a mortgage or charge
(continued)**

Please do not
write in this
binding margin

Continuation sheet No 4
to Form No 395 and 410 (Scot)

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

Company Number

4823611

Name of Company

ALL 3 MEDIA GROUP LIMITED (the "Company")

~~XXXXXX~~

* 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)

Please do not
write in this
binding margin

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

Please do not
write in this
binding 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*

6.2 Property acquisitions/Security

on demand made to the Company by the Lender, execute and deliver to the Lender any legal mortgage or, in the case of property situated in Scotland, a standard security, in favour of the Lender of any freehold or leasehold property which becomes vested in it after 21 June 2005 and all fixtures and fittings thereon to secure the payment or discharge of the Secured Obligations, such legal mortgage or standard security to be in such form as the Lender may reasonably require. Any security document required to be executed by the Company pursuant to clause 10.11.2 of the Composite Guarantee and Debenture will be prepared at the cost of the Company and will contain terms and conditions that are no more onerous than those contained in the Deed. In the case of any leasehold property in relation to which the consent of the landlord in whom the reversion of that lease is vested is required in order for the Company to perform any of its obligations under clause 10.11.2 of the Composite Guarantee and Debenture, the Company shall not be required to perform that particular obligation unless and until it has obtained the landlord's consent (which it shall use its reasonable endeavours to do).

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

7. RECEIVABLES**7.1 Dealings with and realisation of Receivables**

The Company will without prejudice to clause 7 of the Composite Guarantee and Debenture (Negative Pledge) but in addition to the restrictions in that clause, not, without the prior written consent of the Lender, sell, assign, charge, factor or discount or in any other manner deal with any of the Receivables.

SCHEDULE 1

Details of Registered Land

None

Details of Unregistered Land

None

SCHEDULE 2

Charged Shares

Charging Companies	Name of company in which shares are held	Class of shares	Number of shares held
All 3 Media Group Limited	All 3 Media Limited	Ordinary	1,821,933

SCHEDULE 3

Intellectual Property

None

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04823611

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED DATED THE 21st JUNE 2005 AND CREATED BY ALL 3 MEDIA GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH GROUP COMPANY TO THE ROYAL BANK OF SCOTLAND plc ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 9th JULY 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th JULY 2005.

Rmm



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES