

**M**

## COMPANIES FORM No. 395

**Particulars of a charge****395**Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

M8

1st Charge

Please complete  
legibly, preferably  
in black type, or  
bold block letteringTo the Registrar of Companies  
(Address overleaf - Note 5)

For official use

Company number

\* I I U

2272822

Name of company

\* HAVAHALL PICTURES LIMITED

\* insert full name  
of company

Date of creation of the charge

/ 8th March 1991

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

/ Charge &amp; Deed of Assignment

Amount secured by the charge

The Repayment Sums (as defined in the Charge & Deed of Asssignment) being the sum of £4,816,500 and all other amounts owing by Havahall Pictures Limited to Berliner Bank AG pursuant to the Financing Agreement (as defined in the Charge & Deed of Assignment) including without limitation all fees and expenses due from Havahall Pictures Limited to Berliner Bank AG.

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

Berliner Bank AG, London Branch, Berliner House,  
81-82 Gracechurch Street, London EC3V 0DS

Postcode

1873

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

Richards Butler  
Beaufort House  
15 St Botolph Street  
London EC3A 7EE

RPSP/MJS/BK80-006

For official Use  
Mortgage Section**REGISTERED**

15 MAR 1991

Post room



Time critical reference

Short particulars of all the property charged

See continuation sheet.

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)

Signed

*Richard J. Pule*

Date 14.3.91

On behalf of [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 The address of the Registrar of Companies is:-  
Companies House, Crown Way, Cardiff CF4 3UZ

Please do not  
write in this  
binding margin

# Particulars of a charge (continued)

Continuation sheet No \_\_\_\_\_  
to Form No 395 and 410 (Scot)

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

Company number

2272822

Name of company

HAVAHALL PICTURES

Limited\*

\*delete if  
inappropriate

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

By way of first fixed and first floating charge: the Programme Rights, the copyright in the Programme and any other films and any sound recordings made in the course of the production of the Programme or pursuant to any right acquired in connection with the said production or arising therefrom (as all such capitalised terms are defined in the Charge & Deed of Assignment). By way of first fixed charge: all copies of the Programme and of any such other films and sound recordings as are mentioned above and all copies of the scripts and musical scores thereof and any sketches and designs therefor together with all physical negative, inter-negative, inter-positive and positive sound and visual material for incorporating or reproducing the Programme; all those rights of the Producer in relation to all music composed and sketches and designs made for or used in the production of the Programme; all other rights and properties acquired or to be acquired by the Producer in connection with the production of the Programme to be assigned to LWT in accordance with the Production Agreement including all those the Producer's rights interests and benefits under any agreements for the provision of any goods services or facilities for the Programme and the benefit of any insurance policy taken out for or in connection with the production or exploitation of the Programme and the proceeds thereof; all sums from time to time standing to the credit of the Producer in the Production Account and the debt thereby represented; all rights of the Producer in relation to the sale, lease, licence, distribution, exhibition or other exploitation of the Programme including all those monies arising from such sale, lease, licence, distribution and exploitation (as all such capitalised terms are defined in the Charge & Deed of Assignment). By way of assignment for the purpose of securing repayment of the Repayment Sums all the Producer's right title and interest (whether now owned or hereafter acquired) in and to the benefit of the Production Agreement (as all such capitalised terms are defined in the Charge & Deed of Assignment).

The Charge & Deed of Assignment contains a restriction on Havahall Pictures Limited creating charges over the charged property without the prior written consent of Berliner Bank AG.

Amount due or owing on the 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

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

Names and addresses of the persons entitled to the charge (continued)

Short particulars of all the property charged (Continued)

Please do not  
write in this  
binding margin

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

FILE COPY



**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

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

I hereby certify that a mortgage or charge dated the 8th MARCH 1991  
and created by HAVAHALL PICTURES LIMITED

for securing all moneys due or to become due from the Company to BERLINER  
BANK AG PURSUANT TO THE FINANCING AGREEMENT

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 15th MARCH 1991

Given under my hand at the Companies Registration Office,  
Cardiff the 21st MARCH 1991

No. 2272822

A handwritten signature in dark ink, appearing to read 'M. A. Smith'.

M. A. SMITH

an authorised officer

C.69

LC  
BM  
21/3.

**M**

COMPANIES FORM No. 403a

**Declaration of satisfaction  
in full or in part  
of mortgage or charge****403a**Please do not  
write in  
this margin

Pursuant to section 403(1) of the Companies Act 1985

Please complete  
legibly, preferably  
in black type or,  
bold block letteringTo the Registrar of Companies  
(Address overleaf)

For official use

Company number

--	--	--

2272822

X

Name of company

\* HAVAHALL PICTURES LIMITED

\* Insert full name  
of companyI, Stephen Scottof 125 Gloucester Road London SW7† delete as  
appropriate‡ insert a description  
of the instrument(s)  
creating or  
evidencing the  
charge, eg  
'Mortgage',  
'Charge',  
'Debenture' etc.§ the date of  
registration may be  
confirmed from the  
certificate§ insert brief  
details of  
property[a director][the secretary][the administrator][the administrative receiver]† of the above company, do  
solemnly and sincerely declare that the debt for which the charge described below was given has been  
paid or satisfied in [full][part]‡Date and Description of charge† 8th March 1991 - Change and Deed of AssignmentDate of Registration§ 21st March 1991Name and address of [chargee][trustee for the debenture holders] Berliner Bank A.G.London Branch, 81-82 Gracechurch Street London EC3Short particulars of property charged§ All rights in the scripts and underlying  
materials, together with the copyright and all other rights in the  
programmes of the television series "The Good Guys"And I make this solemn declaration conscientiously believing the same to be true and by virtue of the  
provisions of the Statutory Declarations Act 1835.Declared at 26 Old Brompton Road

Declarant to sign below

London SW7 3DLthe 28<sup>th</sup> day of Januaryone thousand nine hundred and ninety twobefore me K. PhillipsA Commissioner for Oaths or Notary Public or Justice of  
the Peace or Solicitor having the powers conferred on a  
Commissioner for OathsPresenter's name address and  
reference (if any):Campbell Hooper  
35 Old Queen Street  
London S.W.1  
ref: PM  
Tel: 071 222-9070For official Use  
Mortgage Section

Post room

**REGISTERED****30 JAN 1992****RECEIVED**  
28 JAN 1992



# M

## COMPANIES FORM No. 395

### Particulars of a charge

# 395

Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

*1002 1008*

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

To the Registrar of Companies  
(Address overleaf - Note 5)

For official use

☒ ☐ ☐ ☐

Company number

2272822

*m3*

Name of company

\* HAVAHALL PICTURES LIMITED

\* insert full name  
of company

Date of creation of the charge

18TH MAY 1992

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

CHARGE AND DEED OF ASSIGNMENT

Amount secured by the charge

The Repayment Sums (as defined in the Charge and Deed of Assignment), being the sum of £4,393,750 and all other amounts owing by Havahall Pictures Limited to Berliner Bank A.G. pursuant to the Financing Agreement (as defined in the Charge and Deed of Assignment) including, without limitation, all interest, fees and expenses due from Havahall Pictures Limited to Berliner Bank A.G..

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

BERLINER BANK A.G., LONDON BRANCH, BERLINER HOUSE, 81-82 GRACECHURCH  
STREET, LONDON

Postcode

EC3V 0DS

10 JUN 1992

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

*a/b*  
RICHARDS BUTLER  
Beaufort House, Tenth Floor  
15, St. Botolph Street  
London, EC3A 7EE  
Ref: RPSP/LWB/BK80-012

For official Use  
Mortgage Section

REGISTERED

- 8 JUN 1992

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

Please see continuation sheet.

Please do not  
write in  
this margin

Please complete  
legibly, preferably  
in black type, or  
bold blocklettering

Particulars as to commission allowance or discount (note 3)

Signed

*Richard Butler*

Date

*8/6/92*

On behalf of ~~company~~ charged <sup>Pt</sup>

<sup>Pt</sup> 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 The address of the Registrar of Companies for the registration of mortgages or charges is:-  
Mortgage Section, PO Box 716, Crown Way, Maindy, Cardiff CF4 3YA

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Particulars of a charge  
(continued)

Please do not  
write in this  
binding margin

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

Company number

2272822

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

\* delete if  
appropriate

Name of Company

HAVAHALL PICTURES LIMITED

Limited\*

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

Amount due or owing on the charge (continued)

Please do not  
write in this  
binding margin

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

N/A

Names and addresses of the persons entitled to the charge (continued)

Please do not  
write in this  
binding margin

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

N/A

Please do not  
write in this  
binding margin

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

By way of first fixed and first floating charge: the Programme Rights, the copyright in the Programme and any other films and any sound recordings made in the course of the production of the Programme or pursuant to any right acquired in connection with the said production or arising therefrom; all copies of the Programme and of any such other films and sound recordings as are mentioned above and all copies of the scripts and musical scores thereof and any sketches and designs therefor together with all physical, negative, inter-negative, inter-positive and positive sound and visual material for incorporating or reproducing the Programme; all those rights of the Producer in relation to all music composed and sketches and designs made for or used in the production of the Programme; all other rights and properties acquired or to be acquired by the Producer in connection with the production of the Programme to be assigned to LWT in accordance with the Production Agreement, including all those the Producer's rights interests and benefits under any agreements for the provision of any goods services or facilities for the Programme and the benefit of any insurance policy taken out for or in connection with the production or exploitation of the Programme and the proceeds thereof; all sums from time to time standing to the credit of the Producer in the Production Account and the debt thereby represented; all rights of the Producer in relation to the sale, lease, licence, distribution, exhibition or other exploitation of the Programme including all those monies arising from such sale, lease, licence, distribution and exploitation. By way of assignment for the purpose of securing the repayment of the Repayment Sums all the Producer's right title and interest

/cont'd...

Please do not  
write in this  
binding margin

(whether now owned or hereafter acquired) in and to the benefit of the Production Agreement (all capitalised terms used herein are as defined in the Charge and Deed of Assignment).

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

The Charge and Deed of Assignment contains a restriction on Ilavahall Pictures Limited creating charges over the charged property without the prior written consent of Berliner Bank A.G..

FILE COPY.



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a Charge and Deed of Assignment dated 18th MAY 1992 and created by HAVAHALL PICTURES LIMITED for securing the repayment sums (as defined in the Deed) due from the Company to BERLINER BANK A.G. pursuant to the Financing Agreement dated 18th MAY 1992 was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 8th JUNE 1992.

Given under my hand at the Companies Registration Office,  
Cardiff the 12th JUNE 1992.

No. 2272822

*N. S. Berkley*

N. S. BERKLEY  
an authorised officer

C.69d(Rev)

4/c  
12/6



M

COMPANIES FORM No. 403a

**Declaration of satisfaction  
in full or in part  
of mortgage or charge**

403a

Please do not  
write in  
this margin

Pursuant to section 403(1) of the Companies Act 1985

5183C

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

To the Registrar of Companies  
(Address overleaf)

For official use

Company number

[ ] [ ] [ ] [ ]

2272822

Name of company

\* HAVAHALL PICTURES LIMITED

\* Insert full name  
of company

I, Stephen Scutt

of 125 Gloucester Road, London SW7

† delete as  
appropriate

[~~director~~][the secretary][~~the administrator~~][~~the administrative receiver~~]† of the above company, do  
solemnly and sincerely declare that the debt for which the charge described below was given has been  
paid or satisfied in [full][part]†

‡ Insert a description  
of the instrument (e.g.  
creating or  
evidencing the  
charge, eg  
'Mortgage',  
'Charge',  
'Debenture' etc)

Date and Description of charge‡ 18th May 1992 - Deed of Assignment and Charge

Date of Registration 12th June 1992

§ the date of  
registration may be  
confirmed from the  
certificate

Name and address of [chargee][~~trustee for the debenture holders~~] Berliner Bank AG

§ Insert brief  
details of  
property

Short particulars of property charged: All rights in the scripts and underlying materials  
together with the copyright and all other rights in the second series of  
television programmes entitled "The Good Guys"

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the  
provisions of the Statutory Declarations Act 1835.

Declared at 26 OLD BROMPTON ROAD  
LONDON, SW7 3DL

Declarant to sign below

the fourth day of March  
one thousand nine hundred and ninety three  
before me D. J. Grey

A. P. S. [Signature]

\* Commissioner for Oaths or Secretary of State or Justice of the Peace or Solicitor having the powers conferred on a  
Commissioner for Oaths

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

For official Use  
Mortgage Section

REGISTERED  
14 APR 1993

Post room

14 APR 1993

DAVID G. GREY  
Solicitor  
26 OLD BROMPTON ROAD  
LONDON, SW7 3DL

16/4