

Please do not write in this margin

* insert full name of company

COMPANIES FORM No. 395

Particulars of a charge

Pursuant to section 395 of the Companies Act 1985

M8

1st Charge

Flease complete legibly, preferably in black type, or To the Registrar of Companies (Address overleaf - Note 5)

For official use Company number

2272822

Name of company bold block lettering

HAVAHALL PICTURES LIMITED

Date of creation of the charge

8th March 1991

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

Charge & 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 ODS

Postcode

18/3

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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

1 5 MAR 1991



Page 1

Time critical reference

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	See continuat	tion sheet.		Pisase complete legibly, preferabl in black type, or bold block letteri
Particulars as 1	o commission allowance or disco			
Signed	Richard Dutle	Date	14.3.91	
	ompany][chargee]†		·	1 delete as

- 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

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

Please do not write in this binding margin

Particulars of a charge (continued)

Continuation sheet No _____to Form No 395 and 410 (Scot)

Company number

2272822

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

*delete if

inappropriate

Name of company

HAVAHALL PICTURES

Limited*

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 (co	ontinued)		 Please do not write in this binding margin	4
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Please do not write in this binding margin Names and addresses of the persons entitled to the charge (continued) Pisase complete legibly,preferably in black type, or bold block lettering 0 Page 3

Short particulars of all the property charged (Continued)	Please donot Write in this binding margin
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	Page 4

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

M. A. SMITH

an authorised officer

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HC021B

COMPANIES FORM No. 403a

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





Please do not write in

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

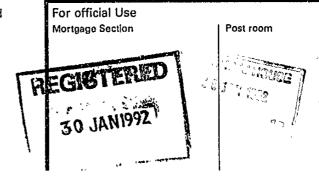
SISTO this margin For official use Company number To the Registrar of Companies Please complete (Address overleaf) 2272822 legibly, preferably in black type or, bold block lettering Name of company HAVAHALL PICTURES LIMITED * insert full name of company I, Stephen Scutt of 125 Gloucester Road London SW7 [a-director][the secretary][the-administrator][the-administrative_receiver]† of the above company, do t delete as appropriate solemnly and sincerely declare that the debt for which the charge described below was given has been **±** insert a description of the instrument(s paid or satisfied in [full][part]+ creating or evidencing the Date and Description of charget _ 8th March 1991 - Change and Deed of Assignment charge, eg 'Mortgage'. Date of Registrationø _____21st_March_1991 'Charge', 'Debenture' etc. Name and address of [chargee][trustee for the debenture holders] Berliner Bank A.G. ø the date of London Brach, 81-82 Gracechurch Street London EC3 registration may be confirmed from the Short particulars of property chargeds All rights in the scripts and underlying certificate 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 § insert brief details of property provisions of the Statutory Declarations Act 1835. Revol Declared at 26 Old Brownish Declarant to sign below 280 day of. K. Pulum before me ____ A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths

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

Campbell Hooper 35 Old Queen Street London S.W.1 ref: PM

Tel: 071 222-9070



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COMPANIES FORM No. 395

Particulars of a charge

Please do not write in this margin

Pursuant to section 395 of the Companies Act 1985

Doing gary.

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

Name of company

For official use

Company number

2272822

*insert full name of company

HAVAHALL PICTURES LIMITED

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 ODS

110 JUN 1992

0

Presentor's name address and reference (if any): RICHARDS BUTLER Beaufort House, Tenth Floor

15, St. Botolph Street London, EC3A 7EE

Ref: RPSP/LWB/BK80-012

For official Use Mortgage Section

-8 JUN 1992

Page 1

Time willed reference

	Please do not write in this margin
Please see continuation sheet.	Please complete legibly, preferabl in black type, or bold blockletterin
Particulars as to commission allowance or discount (note 3)	
Signed Richards Britle Date 8/6/92	
On behalf of [company] chargee \ Pt	Ptdelete 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 Registar 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	

- The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registar 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 de'r natures 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.)

Please do not write in this binding margin Particulars of a charge (continued)

,	
	Continuation sheet No 1 to Form No 395 and 410 (Scot)
	Company number
	2272822
Name of Company	
HAVAHALL PICTURES LIMITED	
	Limited*
Description of the instrument creating or evidencing the charge (continued) (note 2)	
(note 2))
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Please complete legibly, preferably in black type, or bold block lettering

* delete if appropriate

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Names and addresses of the persons entitled to the charge (continued) Please complete legibly, preferably in black type, or bold block lettering N/A 0

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Page 3

Please do not write in this binding margin

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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...

(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).

The Charge and Deed of Assignment contains a restriction on Havahall Pictures Limited creating charges over the charged property without the prior written consent of Berliner Bank A.G.. Please do not write in this binding margin

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

Page 5

FILE COPY.



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

an authorised officer

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C.69d(Rev)

V

COMPANIES FORM No. 403a

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



Please do not write in this margin Pursuant to section 403(1) of the Companies Act 1985 🚓

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To the Registrar of Companies (Address overleaf) In black type or, bold block type or,				,
* insert full name of company * HAVAH: LL PICTURES LIMITED * to delete as appropriate of 125 Gloucester Road, London SW7 * to delete as appropriate of the instrumental creating or evidencing the charge, so "Mortgage", Charge, co "Charge," Charge, co "Charge," Charge, co "Charge," Charge, co "Mortgage", Charge, co "Charge," Charge, co "Mortgage", co "Mortgage", co		-	For official use	
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Charge of Mortgage, 'Charge', 'Charg	creating or DIA	·		
Charge', Debenture' etc. Date of Registration 2 12th June 1992 Name and address of [chargee][trustex fonths debenture holders] Berlingy Bank AG Short particulars of property chargeds All rights in the scripts and underlying materials together with the copyright and all other rights in the second series of tetlevision 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 Declarant to sign below LONDON, SW7 3DL The Add one thousand nine bundred and Amuly three before me Accommissioner for Oath sorther registrations of the scripts and underlying materials in the second series of 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 3DL The Add one thousand nine bundred and Amuly three before me Accommissioner for Oath sorther registrations are provided by the statutory of 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 Accommissioner for Oath sorther for Oath sorther for Authority Public or charge, eg 🔧 🏏	- ,	Deed of Assig	nment and Charge	
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Commissioner for Oaths

reference (if any):

Presentor's name address and

For official Use Mortgage Section REGISTERED 14APR 1993

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