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COMPANIES FORM No. 403a

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

403a

CHFP025

Please do not
write in
this margin

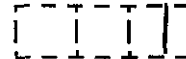
Pursuant to section 403(1) of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf)

For official use

Company number



03730997

* Insert full name
of company

Name of company

*Ginger Loveball Productions Limited

† 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

Ø Insert brief
details of
property

I, Sara Clarke

of JMA Plc, Cowcaddies, 200 Rinfild St, Glasgow

~~(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 † Security Agreement dated 18th July 2002

Date of Registration § 24th July 2002

Name and address of [chargee] ~~(the debenture holder)~~ Barclays Bank PLC
5, The North Colonnade, Canary Wharf, London, E14 4BB, as Security
Trustee.

Short particulars of property charged Ø See continuation sheet

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 200 Rinfild St,
Glasgow, G2 3PR

Declarant to sign below

Sara Clarke

Day Month Year

on 01 04 2001

before me Continuation Sheet

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):

Herbert Smith
Exchange House
Primrose Street
London
EC2A 2HS
5615/SB5892

For official use
Mortgage section

Post room



Notes

The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1. Land

(a) The Chargor charges:

- (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it; this includes the real property specified in the Schedule to this Form 395 under its name under the heading **English Property** (other than each Consent Property); and
- (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property (other than each Consent Property).

NB A reference in paragraph (a) above to a mortgage or charge of any freehold or leasehold property includes:

- (i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
- (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2. Investments

(a) The Chargor charges:

- (i) by way of a first mortgage all shares (other than the Scottish Shares and the shares in Scottish Media Group (Jersey) Limited and its interest in any shares in each Consent Investment Company) in any member of the Group (other than itself) owned by it or held by any nominee on its behalf; and
- (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of a first fixed charge with full title guarantee its interest in all shares, (other than the Scottish Shares, the shares in Scottish Media Group (Jersey) Limited and the shares in each Consent Investment Company) stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf.

NB A reference in paragraphs (a)(i) and (a)(ii) above to a mortgage or charge of any stock, share, debenture, bond or other security includes:

- (i) any dividend or interest paid or payable in relation to it; and
- (ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

3. Plant and machinery

The Chargor charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession.

4. **Credit balances**

The Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any account (including any account contemplated by the Deed) it has with any person and the debt represented by it.

5. **Book debts etc.**

The Chargor charges by way of a first fixed charge:

- (i) all of its book and other debts;
- (ii) all other moneys due and owing to it; and
- (iii) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under paragraph (i) or (ii) above.

6. **Insurances**

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest and will promptly notify the relevant insurer of such assignment.

7. **Other contracts**

The Chargor assigns absolutely (to the extent permitted under the relevant agreement), subject to a proviso for re-assignment on redemption, all of its rights in respect of:

- (i) any agreement to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause and to the extent that it is, or becomes capable of being the subject of any fixed security; this includes the agreements (if any) specified in the Schedule to this Form 395 under its name under the heading **Material Contracts**;
- (ii) the New Hedging Agreement;
- (iii) any letter of credit issued in its favour; and
- (iv) any bill of exchange or other negotiable instrument held by it.

8. **Intellectual property**

The Chargor charges by way of a first fixed charge all of its rights in respect of:

- (i) any know-how, patent, trade mark, service mark, design, database rights, business name, topographical or similar right; this includes the trademarks and design rights specified in the Schedule to this Form 395 under its name under the heading **Specific Intellectual Property Rights**;
- (ii) any copyright or other intellectual property monopoly right; or
- (iii) any interest (including by way of licence) in any of the above,

in each case whether registered or not and including all applications for the same.

9. Miscellaneous

The Chargor charges by way of first fixed charge:

- (i) any beneficial interest, claim or entitlement it has in any pension fund;
- (ii) its goodwill;
- (iii) the benefit of any authorization (statutory or otherwise) held in connection with its use of any Security Asset;
- (iv) the right to recover and receive compensation which may be payable to it in respect of any authorization referred to in paragraph (iii) above; and
- (v) its uncalled capital (if any).

(b) The Chargor charges by way of a first floating charge:

- (i) all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under any Security Document; and
- (ii) without exception, all assets insofar as they are for the time being situated in, or governed by the laws of, Scotland.

NB

- 1. (i) The term Finance Document includes all amendments and supplements including supplements providing for further advances; and
- (ii) the term this security means any security created by or pursuant to the Deed.
- 2. The Chargor must not:
 - (a) create or permit to subsist any Security Interest on any Security Asset; or
 - (b) sell, transfer, convey, assign, licence, lease or otherwise dispose of any Security Asset or agree to do so,

except as expressly allowed under the Restructuring Agreement, the Intercreditor Agreement or the Deed.

In this Form 395:

Accession Agreement means an agreement substantially in the form of Schedule 10 (Form of Accession Agreement) of the Restructuring Agreement with such amendments as the Facility Agent may approve or reasonably require.

Additional Subsidiary means a Subsidiary of the Company which becomes an Obligor after the date of the Restructuring Agreement.

Administrative Party means a Co-ordinator or an Agent.

Agent means the Facility Agent or the Security Trustee.

Company: Ginger Loveball Productions Limited
Registered Number: 03730997
Continuation Sheet: 4

Ancillary Facility means each ancillary facility made available to the Group by an Ancillary Facility Provider, in each case as set out in Schedule 6 (Ancillary Facilities) of the Restructuring Agreement.

Ancillary Facility Agreement means each agreement comprising an Ancillary Facility.

Ancillary Facility Provider means Barclays Bank PLC or Clydesdale Bank Plc in its capacity as provider of an Ancillary Facility.

Company means SMG Plc, a company incorporated in Scotland (registered no. SC203873).

Consent Investment Company means each of joint-ventures companies SKA Ginger Productions Limited (registered no. 02778599), G One Limited (registered no. 03544226), Sky Scottish Limited (registered no. 03234509), Television Media Marketing Limited (registered no. 02623873) and GMTV Limited (registered no. 02578005) in respect of which the consent of the other shareholders (who are not Obligors) in each company is required to the creation of a Security Interest in favour of the Security Trustee.

Consent Property means each leasehold property owned by a member of the Group in respect of which the consent of the relevant landlord is required to the creation of a Security Interest in favour of the Security Trustee and is identified as such in the Schedule to this Form 395.

Consent Security Agreement means each security agreement entered into by an Obligor in respect of a Consent Property situated in England and Wales.

Consent Standard Securities means each Standard Security over a Consent Property situated in Scotland.

Co-ordinator means:

- (a) a member of the Co-ordinating Committee on the date of the Restructuring Agreement; or
- (b) an Institution that becomes a member of the Co-ordinating Committee under the terms of the Intercreditor Agreement after the date of the Restructuring Agreement.

Co-ordinating Committee means the financial institutions listed in Schedule 1 of the (Original Parties) Restructuring Agreement acting as the co-ordinating committee under the Restructuring Agreement.

Dollar Note Agreement means the note purchase agreement dated 10th August, 2000 for the US\$150,000,000 8.46% guaranteed senior notes between the Company and various purchasers as amended by the Restructuring Agreement.

Dormant Company means a member of the Group listed in Schedule 2 (Dormant companies) of the Restructuring Agreement and any other member of the Group if that other member of the Group:

- (a) is not an Obligor;
- (b) is dormant for the purposes of Section 241AA of the Companies Act 1985;
- (c) does not trade (whether for its own account or for that of another);
- (d) is not required to make entries into its accounting records in accordance with Section 221 of the Companies Act 1985 (or any equivalent legislation in the jurisdiction of incorporation of such company); and

Company: Ginger Loveball Productions Limited
Registered Number: 03730997
Continuation Sheet: 5

- (e) does not hold or own (whether legally or beneficially) any assets or property or owe or have outstanding any material liabilities in each case which exceed in aggregate £5,000 in value or amount.

Effective Date means the date on which the Facility Agent provides the notification specified in Clause 2 (Conditions precedent) of the Restructuring Agreement.

Existing Facility means any facility provided by an Institution to any Obligor under an Existing Facility Agreement.

Existing Facility Agreement means:

- (a) the Senior Facility Agreement;
- (b) the Subordinated Facility Agreement;
- (c) the Overdraft Facility Agreement; or
- (d) a Note Agreement.

Facility means an Existing Facility, the New Money Loan Facility or the hedging arrangements under the New Hedging Agreement.

Facility Agent means Barclays Bank Plc as the facility agent for the Institutions.

Facility Agreement means any agreement constituting any Facility.

Fee Letter means any letter entered into by reference to the Restructuring Agreement between one or more Administrative Parties and the Company or the New Money Lender and the Company setting out the amount of certain fees and if applicable, expenses, referred to in the Restructuring Agreement.

Finance Document means:

- (a) the Restructuring Agreement;
- (b) an Accession Agreement;
- (c) the Intercreditor Agreement;
- (d) a Facility Agreement;
- (e) a Security Document;
- (f) an Ancillary Facility Agreement;
- (g) a Fee Letter;
- (h) any Finance Document listed as such in the Senior Facility Agreement or the Subordinated Facility Agreement; or
- (i) any other document designated as such by the Company and the Facility Agent.

Finance Party means an Institution or an Administrative Party.

Company: Ginger Loveball Productions Limited
Registered Number: 03730997
Continuation Sheet: 6

Group means the Company and its Subsidiaries.

Institution means:

- (a) an Original Institution;
- (b) the New Money Lender;
- (c) the New Hedge Provider; or
- (d) any bank or financial institution which has executed and delivered to the Facility Agent an Accession Agreement in accordance with the Restructuring Agreement.

Intercreditor Agreement means the intercreditor agreement dated the date of the Restructuring Agreement between the Company, the Original Subsidiaries, the Original Institutions and the Facility Agent.

New Hedging Agreement means the ISDA Master Agreement (including the schedule and credit support annex to that agreement and any confirmations entered into under it) entered into in connection with the Restructuring Agreement between the New Hedge Provider and the Company.

New Hedge Provider means Barclays Bank Plc as new hedge provider.

New Money Lender means Clydesdale Bank Plc as lender under the New Money Loan Facility.

New Money Loan Facility Agreement means the new money facilities agreement for up to £25,000,000 dated on or about the date of the Restructuring Agreement between, the Company and the New Money Lender.

New Money Loan Facility means the facility under the New Money Loan Facility Agreement.

Note Agreements means the Dollar Note Agreement and the Sterling Note Agreement.

Obligor means the Company, an Original Subsidiary or an Additional Subsidiary.

Original Institutions means the financial institutions listed in Schedule 1 of the (Original Parties) Restructuring Agreement as original institutions.

Original Subsidiaries means the companies listed in Schedule 1 of the (Original Parties) Restructuring Agreement as original subsidiaries.

Overdraft Facility means the £38,100,000 overdraft and other separate ancillary facilities (subject to an overall facility limit of £38,100,000) made available under the Overdraft Facility Agreement.

Overdraft Facility Agreement means the agreement relating to the Overdraft Facility dated 24th August, 2000 as amended from time to time, between among others, the Company and the Overdraft Provider as amended by the Restructuring Agreement.

Overdraft Provider means Clydesdale Bank plc in its capacity as overdraft provider.

Restructuring Agreement means the restructuring agreement dated 2nd July, 2002 between (among others) the Original Obligors and the Finance Parties.

Company: Ginger Loveball Productions Limited
Registered Number: 03730997
Continuation Sheet: 7

Scottish Shares means any interest of an Obligor in shares of any company (not being a Dormant Company) incorporated in and having its registered office situated in Scotland.

Security Agreement means any document listed in Schedule 9 (Security Agreements) of the Restructuring Agreement, including the Deed.

Security Assets means all assets of the Chargor the subject of any security created by or pursuant to this Deed.

Security Documents means:

- (a) each Security Agreement; and
- (b) any document between any member of the Group and a Finance Party executed on or after the Effective Date and evidencing or creating a Security Interest over any asset of that member of the Group to any Finance Party to secure any obligation under a Finance Document (including each Consent Standard Security and each Consent Security Agreement).

Security Interest means any mortgage, Standard Security, pledge, lien, charge, assignment, assignment, hypothecation or security interest or any other agreement or arrangement securing any obligation of any person or having a similar effect.

Security Trustee means Barclays Bank Plc as agent and trustee for the Finance Parties.

Senior Agent means Danske Bank A/S in the capacity as agent under the Senior Facility Agreement.

Senior Facility Agreement means the £200,000,000 revolving credit facility agreement dated 30th August, 2000 between, among others, the Company and the Senior Agent as amended by the Restructuring Agreement.

Standard Security means a standard security in terms of the Conveyancing and Feudal Reform (Scotland) Act 1970.

Sterling Note Agreement means the note purchase agreement for the £40,000,000 7.78% guaranteed senior notes dated 10th August, 2000 between the Company and various purchasers as amended by the Restructuring Agreement.

Subordinated Agent means Barclays Bank PLC in the capacity as agent under the Subordinated Facility Agreement.

Subordinated Facility Agreement means the (originally) £50,000,000 subordinated revolving credit agreement dated 15th May, 2001 between, among others, the Company and the Subordinated Agent as amended by this Agreement.

Subsidiary means:

- (a) a subsidiary within the meaning of Section 736 of the Companies Act 1985; and
- (b) unless the context otherwise requires, a subsidiary undertaking within the meaning of Section 258 of the Companies Act 1985.

Company: Ginger Loveball Productions Limited
Registered Number: 03730997
Continuation Sheet: 8

Schedule

ENGLISH PROPERTY

ENGLISH PROPERTIES (which do not require landlord's consent)

Property	Chargor	Freehold/Leasehold Title Number/Lease Details
23a and 23b Normandy Street, Alton, Hampshire	SMG Property Holdings Limited	Short Leasehold Lease dated 16th August, 2000 between Screenco Limited (1) and SMG Property Holdings Limited (2) Term: 16th August, 2000 to 19th September, 2008
1 Golden Square, London, W1	Virgin Radio Limited	Short Leasehold Lease dated 1st February, 2001 made between Golden Square Investments Limited (1) Virgin Radio Limited (2) and SMG plc (3). Term: 20 years from 1st February, 2001 ending on 31st January, 2021
Unit 17, Greenwich Industrial Estate, 159, Greenwich High Road, Greenwich, London, SE10	SMG Property Holdings Limited	Short Leasehold Lease dated 30th June, 1999 made between the Mayor and Burgesses of The London Borough of Greenwich (1) and Scottish Media Group Property Holdings Limited (2) Term: 4 years from 26th June, 1999 ending on 23rd June, 2003
First floor, 3 Waterhouse Square, 142 Holborn Bars, London, EC1	SMG Property Holdings Limited	Short Leasehold Lease dated 23rd December, 1999 made between Prudential Services Limited (1) Scottish Media Group Property Holdings Limited (2) and Scottish Media Group plc (3)

Company: Ginger Loveball Productions Limited
Registered Number: 03730997
Continuation Sheet: 9

Property	Chargor	Freehold/Leasehold Title Number/Lease Details
		Term: 23rd December, 1999 to 24th December, 2014

CONSENT PROPERTIES (situated in England)

3rd Floor, 16 Old Bond Street, London, W1	SMG Television Limited	<u>Short Leasehold</u> Lease dated 22nd April, 1993 made between 16 Old Bond Street BV (1) and Pauline Hyde and Associates Limited (2) Term: 25 years from 25th March, 1988 expiring on 24th March, 2013 (granted on 22nd April, 1993)
4th Floor, 16 Old Bond Street, London, W1	SMG Television Limited	<u>Long Leasehold</u> Lease dated 25th March, 1988 made between Property Holding & Investment Trust plc (1) and SEB Investment Management Limited (2) Title Nos: NGL622904 Term: 25 years from 25th March, 1988 expiring on 24th March, 2013
Entrance Foyer at Ground Floor and 2nd to 6th Floors (inclusive), 112/116 New Oxford Street, London, WC1	Ginger Television Productions Limited	<u>Short Leasehold</u> Lease dated 30th January, 2001 made between 112 New Oxford Street Limited (1) and SMG Property Holdings Limited (2) Term: 10 years from 30th January, 2001 ending on 29th January, 2010

Company: Ginger Loveball Productions Limited
Registered Number: 03730997
Continuation Sheet: 10

SCOTTISH PROPERTY

SCOTTISH PROPERTIES (not requiring landlord's consent)

Property	Chargor	Feuhold/Leasehold Title Number/Lease details
10 Fountainhall Rd, Aberdeen	SMG Property Holdings Ltd	Feuhold. Leased to Campbell & Sellar Ltd on 1st March 1976 until 27th May 2004
Television Studios, Queen's Cross, Aberdeen (Area 1)	SMG Property Holdings Ltd	Feuhold.
Television Studios, Queen's Cross, Aberdeen (Area 2)	SMG Property Holdings Ltd	Feuhold.
Television Studios, Queen's Cross, Aberdeen (Area 3)	SMG Property Holdings Ltd	Feuhold.
Television Studios, Queen's Cross, Aberdeen (Area 4)	SMG Property Holdings Ltd	Feuhold.
Television Studios, Queen's Cross, Aberdeen (Area 5)	SMG Property Holdings Ltd	Feuhold.
Television Studios, Queen's Cross, Aberdeen (Area 6)	SMG Property Holdings Ltd	Feuhold.
Site 4, Plot 7, Cambuslang Investment Park, Glasgow	SMG Property Holdings Ltd	Feuhold. LAN155081
200 Renfield Street, Cowcaddens, Glasgow (Areas A, B and C)	SMG Property Holdings Limited	Feuhold. GLA144479
Units 24, 24A & 25, 141-149 Glentanar Road, Glasgow	Scottish Television Limited	Long Leasehold. GLA 23420 Whitsunday 1981 to Whitsunday 2065 Lessor: City of Glasgow District Council
Corner of Renfield Street & Hope Street, Glasgow	SMG Property Holdings Limited	Long Leasehold. GLA 139935 99 years from 1 January 1979

Company: Ginger Loveball Productions Limited
Registered Number: 03730997
Continuation Sheet: 11

Property	Chargor	Feuhold/Leasehold Title Number/Lease details
		Lessor: City of Glasgow District Council
First Floor, 10 George Street, Edinburgh	SMG Property Holdings Limited	Long Leasehold. Not registered 18 Aug 1997 to 16 Dec 2017 Lessor: Ernst & Young
30 Brunswick Road, Edinburgh	SMG Television Limited	Long Leasehold. Not registered 1 Jul 1978 to 30 June 2003 Lessor: Ashfield Land Development Limited Sub-lessee: Bradbury Motors Limited

CONSENT PROPERTIES (situated in Scotland)

200 Renfield Street, Glasgow (Areas E, F and east part of C)	SMG Property Holdings Limited	Long Leasehold. GLA 138251 8 Jan 1999 to 23 May 2030 Lessor: Internationales Immobilien-Institut GmbH
31a Winchester Avenue, Denny	SMG Newspapers Limited	Long Leasehold. Not registered 11 Jan 1988 to 1 Feb 2013 Lessor: Barchton Limited Sub let to Environmental Design Limited from 1 October 1995 to 30 September 2005

Company: Ginger Loveball Productions Limited
Registered Number: 03730997
Continuation Sheet: 12

SPECIFIC INTELLECTUAL PROPERTY RIGHTS

(Specific Intellectual Property Rights)

(A) TRADE MARKS

Name of Chargor	Country	Registration No.	Class	Application Date
Caledonian Publishing Limited	United Kingdom	2070083	09,16,41	30.04.96
Delphic Interactive Limited	United Kingdom	2103271	09,35,38,42	20.06.1996
Delphic Interactive Limited	United Kingdom	2104279	09,16,35	03.07.1996
Delphic Interactive Limited	United Kingdom	2104287	09,16,35	03.07.1996
Delphic Interactive Limited	United Kingdom	2104263	09,16,35	03.07.1996
Delphic Interactive Limited	United Kingdom	2104282	09,16,35	03.07.1996
Delphic Interactive Limited	United Kingdom	2104288	09,16,35	03.07.1996
Delphic Interactive Limited	United Kingdom	2104289	09,16,35	03.07.1996
Delphic Interactive Limited	United Kingdom	2144457	09,35,41	09.09.1997
Delphic Interactive Limited	United Kingdom	2144489	09,35,41	09.09.1997
Delphic Interactive Limited	United Kingdom	2104292	09,16,35	03.07.1996
Delphic Interactive Limited	United Kingdom	2104250	09,16,35	03.07.1996
Ginger Television Productions Limited	United Kingdom	2278912	41	23.08.2001
Grampian Television Limited	United Kingdom	1303682	35	-
Grampian Television Limited	United Kingdom	1303683	38	-
Grampian Television Limited	United Kingdom	1303684	41	-
Grampian Television Limited	United Kingdom	2239353	09,16,35,38,39,40,41	14.07.00 (pending)
Grampian Television Limited	United Kingdom	2239358	35,38,41	-
Ginger Television Productions Limited	United Kingdom	2285730	38,41	16.11.2001
Orpheus Publications Limited	United Kingdom	1046941	16	23.05.1975
Orpheus Publications Limited	United Kingdom	1562729	16	15.02.1994

Company: Ginger Loveball Productions Limited
Registered Number: 03730997
Continuation Sheet: 13

Name of Chargor	Country	Registration No.	Class	Application Date
Pearl & Dean Cinemas Limited	United Kingdom	1183023	16	08.10.1982
Pearl & Dean Cinemas Limited	United Kingdom	1183024	19	08.10.1982
Pearl & Dean Cinemas Limited	Ireland	2001/01335	6,19,16,35	30.04.2001 (pending)
Pearl & Dean Cinemas Limited	United Kingdom	Exclusive licence from Avenir France SA in respect of 2005347	6,9,16,35	Registered to Avenir France SA on 16.12.1994
Primesight Ltd	United Kingdom	2182482	35	19.11.1998
Primesight Ltd	United Kingdom	2213429	35	05.11.1999
Primesight Ltd	United Kingdom	2213433	35	05.11.1999
Primesight Ltd	United Kingdom	2213432	35	05.11.1999
Snow LTD	United Kingdom	2257077A	09,16,35,38,39,40,41	2/1/2001
Scottish 2 Television Limited	United Kingdom	2231642	09,16,35,38,39,40,41	06.05.00 (pending)
Scottish Television Limited	United Kingdom	2108802	9, 38, 41	30.08.1996
Scottish Television Limited	United Kingdom	2046722	9, 38, 41	29.11.1995
Scottish Television Limited	United Kingdom	2122501A	6,9,19,20,21,25	31.01.1997
Scottish Television Limited	United Kingdom	1249354	9	30.08.1985
Scottish Television Limited	United Kingdom	1249355	16	30.08.1985
Scottish Television Limited	United Kingdom	1290832	38	15.10.1986
Scottish Television Limited	United Kingdom	2109212	39	04.09.1996
Scottish Television Limited	United Kingdom	1324549	40	20.10.1987
Scottish Television Limited	United Kingdom	1324548	41	20.10.1987
Scottish Television Limited	United Kingdom	1290833	41	15.10.1986
Scottish Television Limited	United Kingdom	2239360	09,38,41	14.07.2000
Scottish Television Limited	United Kingdom	2239359	35,38,41	14.07.2000
Scottish Television Limited and Grampian Television Limited	United Kingdom	2018569	35,36	25.04.1995

Company: Ginger Loveball Productions Limited
Registered Number: 03730997
Continuation Sheet: 14

Name of Chargor	Country	Registration No.	Class	Application Date
SMG Digital Radio Limited	United Kingdom	2258917	38,41	23.01.2001 (pending)
SMG Magazines Limited	United Kingdom	2209962	09,16	29.09.1999
SMG Magazines Limited	United Kingdom	2209869	16	29.09.1999
SMG Magazines Limited	United Kingdom	1506522	16	14.07.1992
SMG Magazines Limited	United Kingdom	2209967	09,16	29.09.1999
SMG Magazines Limited	United Kingdom	2,209,920	16	29.09.1999
SMG Magazines Limited	United Kingdom	2278655	16	22.08.2001
SMG Magazines Limited	United Kingdom	2001-37491	16	24.08.2001
SMG Magazines Limited	United Kingdom	415526	52,09	11.08.1998
SMG Magazines Limited	United Kingdom	415727	52,09	11.08.1998
SMG Newspapers Limited	United Kingdom	2004137	16	02.12.1994
SMG Newspapers Limited	United Kingdom	1238570	16	26.03.1985
SMG Newspapers Limited	United Kingdom	2102556	16,35,36,41	12.06.1996
SMG Newspapers Limited	United Kingdom	2070084	9,16,41	30.04.1996
SMG Newspapers Limited	United Kingdom	2167497	16	22.05.1998
SMG Newspapers Limited	United Kingdom	2069335	16	20.04.1996
SMG Newspapers Limited	United Kingdom	B1238571	16	26.03.1985
SMG Newspapers Limited	United Kingdom	B1490691	16	15.02.1992
SMG Newspapers Limited	United Kingdom	2100810	16	23.05.1996
SMG Newspapers Limited	United Kingdom	2290263	9,16,35	16.01.02
SMG Newspapers Limited	United Kingdom	2289677	9,16,35,36	10.01.02
SMG plc	United Kingdom	2239354	09,16,35,38, 39,40,41,42	14.07.2000
SMG Sunday Newspapers Limited	United Kingdom	2188483	09,16	11.02.1999
SMG Sunday Newspapers Limited	United Kingdom	2188484	09,16	11.02.1999
SMG Sunday Newspapers Limited	United Kingdom	2188487	09,16	11.02.1999

Company: Ginger Loveball Productions Limited
Registered Number: 03730997
Continuation Sheet: 15

Name of Chargor	Country	Registration No.	Class	Application Date
SMG Sunday Newspapers Limited	United Kingdom	2188489	09,16	11.02.1999
SMG Sunday Newspapers Limited	United Kingdom	2188480	09,16	11.02.1999
SMG Sunday Newspapers Limited	United Kingdom	2188472	09,16	11.02.1999
SMG Sunday Newspapers Limited	United Kingdom	2188475	09,16	11.02.1999
SMG Television Productions Ltd	United Kingdom	2170981	41,42	01.07.1998
SMG Television Productions Ltd	United Kingdom	1556437	16	11.12.1993
SMG Television Productions Ltd	United Kingdom	1525349	41	28.01.1993
SMG Television Productions Ltd	United Kingdom	1490307	41	08.02.1992
SMG Television Productions Ltd	United Kingdom	B1576506	16,25,28,41	25.06.1994
SMG Television Productions Ltd	United Kingdom	2278184	41	03/04/2002
The Ginger Media Group Limited	United Kingdom	2185216	09,41	
The Ginger Media Group Limited	United Kingdom	2137727	16	
The Ginger Media Group Limited	United Kingdom	2157520	9,16,25,38,42	
The Ginger Media Group Limited	United Kingdom	2122845	25,38,42	
The Ginger Media Group Limited	United Kingdom	2117026	32,33	
The Ginger Media Group Limited	United Kingdom	2158770	09,16	
The Ginger Media Group Limited	United Kingdom	2185213	9,16,18,38	
The Ginger Media Group Limited	United Kingdom	99777903	38,41	
The Ginger Media Group Limited	United Kingdom	39912561.2	38,41	
The Ginger Media Group Limited	United Kingdom	214109	38,41	09.08.2000
The Ginger Media Group Limited	United Kingdom	786118	38,41	30.06.2000
The Ginger Media Group Limited	United Kingdom	V199C00238	38,41	21.06.1999
The Ginger Media Group Limited	United Kingdom	2125963	25	
The Ginger Media Group Limited	United Kingdom	2125967	42	
The Ginger Media Group Limited	United Kingdom	2185542	9,25,38,41	

Company: Ginger Loveball Productions Limited
Registered Number: 03730997
Continuation Sheet: 16

Name of Chargor	Country	Registration No.	Class	Application Date
The Ginger Media Group Limited	United Kingdom	2185239	9,16,18,25, 41	
The Ginger Media Group Limited	United Kingdom	2,185,248a	9,16,18,25	
The Ginger Media Group Limited	United Kingdom	2185248b	41	
The Ginger Media Group Limited	United Kingdom	214149	38,41	
The Ginger Media Group Limited	United Kingdom	2189470	41	
Virgin Radio Limited	United Kingdom	2253913	09,16,38,41	22.11.2000

(B) REGISTERED DESIGN RIGHTS

Name of Chargor	Country	Registration No.	Class	Application Date
SMG Newspapers Limited	United Kingdom	2104481	LOC(07) C1 21-01	31.08.01
SMG Newspapers Limited	United Kingdom	2104482	LOC(07) C1 21-01	31.08.01

MATERIAL CONTRACTS

Chargor	Material Contract
Scottish Television Limited	Licence granted to Scottish Television Limited to provide a satellite television service under Part I of the Broadcasting Act 1990 (as amended) dated 16th November, 2001.
Grampian Television Limited	Licence granted to Grampian Television Limited to provide a satellite television service under Part I of the Broadcasting Act 1990 (as amended) dated 16th November, 2001.
Scottish Television PLC	Licence granted to Scottish Television PLC to provide a regional channel 3 service under Part I of the Broadcasting Act 1990 dated 4th December, 1991 (the "Scottish Television Licence") together with variations thereto dated 15/06/94, 28/02/97, 09/09/97, 29/09/98, 26/02/99, 12/04/2001, 28/03/2002 and notice of renewal dated 30/03/2001.

Company: Ginger Loveball Productions Limited
Registered Number: 03730997
Continuation Sheet: 17

Chargor	Material Contract
Grampian Television Limited	Licence granted to Grampian Television Limited to provide a regional channel 3 licence service under Part I of the Broadcasting Act 1990 (as amended) dated 16th November, 2001, together with variations thereto dated 16/06/94, 27/02/97, 29/09/98, 26/02/99, 12/04/01 and 28/03/02 and notice of renewal 30/03/01.
Scottish 2 Television Limited	Licence granted to Scottish 2 Television Limited to provide digital programme services under Part I of the Broadcasting Act 1996 dated 22nd February, 1999, together with variations to this licence dated 1st April, 1999, 29th April, 1999 and 29th September, 1999.
Scottish Television Limited and Carlton Television Limited, Grampian Television Limited	Airtime Sales Agreement between (1) Scottish Television Limited, (2) Grampian Television Limited and (3) Carlton Television Limited dated 22nd December, 2000.
Scottish Media Newspapers Limited	Printing agreement for Daily Mail and the Mail on Sunday made between (1) Harmsworth Quays Limited and (2) Scottish Media Newspapers Limited dated 3rd September, 1998.
Caledonian Newspapers Limited	Agreement for the sale and purchase of pressroom waste made between (1) Caledonian Newspapers Limited and (2) Shotton Paper Company plc dated 1st April, 1996.
Virgin Radio Limited	London digital licence for Virgin Radio Limited dated 20th June, 2000.
Virgin Radio Limited	AM licence for Virgin Radio dated 1st May, 2000.
Virgin Radio Limited	Digital licence for Virgin Radio Limited dated 6th October, 1999.
Virgin Radio Limited	Satellite licence for Virgin Radio Limited dated 2nd July, 1998.
Virgin Radio Limited	FM licence for Virgin Radio dated 4th April, 1995.