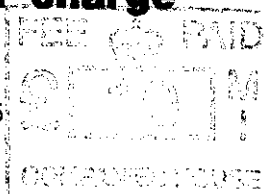


Particulars of a mortgage or charge

094138/60

395

Pursuant to section 395 of the Companies Act 1985



M

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

To the Registrar of Companies

For official use

Company number

[1112]

04174013

Name of company

* MEDAL ENTERTAINMENT AND MEDIA PLC (the "Company")

* insert full name of company

Date of creation of the charge

1 October 2002

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

DEED OF AMENDMENT TO A COMPOSITE GUARANTEE AND DEBENTURE DATED 1 AUGUST 2002 (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 Bank from time to time and including, but without limitation:

(i) all reasonable costs, charges and expenses properly incurred by the Bank in connection with the preparation and negotiation of the Finance Documents; and

(ii) all costs, charges and expenses incurred by the Bank in connection with the protection, preservation or enforcement of its rights under any Finance Document,

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 unless the relevant whitewash provisions of sections 155-158 of the Companies Act 1985 have been complied with ("Secured Obligations")

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

BARCLAYS BANK PLC of 54 Lombard Street, London EC3P 3AH (the "Bank")

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

DLA
3 Noble Street
London EC2V 7EE

KLH/tm/banking

hugginsk\forms395\MedalEam

Time critical reference

For official use
Mortgage Section

Post room



A13
COMPANIES HOUSE

0686
16/10/02

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 Bank 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 to the Company including, without limitation, the property specified in the Schedule hereto, together with all buildings and fixtures (including trade fixtures) at any time thereon;

continued on continuation sheet 1, page 4

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

LWA

Date 14 October 2002

On behalf of [company] [mortgagee/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.

Please do not
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binding margin

Particulars of a mortgage or charge (continued)

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

CHA 116

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

Company Number

04174013

Name of Company

MEDAL ENTERTAINMENT AND MEDIA PLC (the "Company")

~~limited~~

* 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 Deed;

"Charged Shares" means:

(i) the group shares;

(ii) all rights of whatever nature which a Charging Company may as at 1 October 2002 have or thereafter acquire as against CREST (as more particularly defined in the Deed) in respect of any Charged Shares including (but without limitation) any rights which such Charging Company may have (i) under any agreement with CREST or CRESTCo Limited and/or (ii) to require delivery by CREST of any Charged Shares to, or to the order of, such Charging Company; and

(iii) all rights of whatever nature which a Charging Company may as at 1 October 2002 have or thereafter acquire as against a custodian in respect of any Charged Shares held in such custodian's account with CREST including (but without limitation) any rights which such Charging Company may have (i) under any agreement with such custodian relating to the use of such account and/or (ii) to require delivery by such custodian of any Charged Shares to, or to the order of, such Charging Company;

"Charging Companies" means Medal Entertainment and Media Plc (CRN: 04174013), Medal Productions Limited (CRN: 04423882) and Medal Distribution Limited (CRN: 04423880), Fountain Television Limited (CRN: 1821546), Leisureview Limited (CRN: 2067115) and Leisureview Military Limited (CRN: 4354335) (each a "Charging Company");

"Event of Default" means any event or circumstance specified as such in clause 23 of the Facilities Agreement (Events of Default);

"Facilities Agreement" means the facilities agreement dated 1 August 2002 and made between the (1) Medal Entertainment & Media Plc, Medal Productions Limited and Medal Distributions Limited as Principal Borrower, and (2) the Bank, pursuant to which the Bank has agreed to make certain facilities available to the Principal Borrower;

"Finance Document" means the Facilities Agreement, the Working Capital Facility Letter, any Fees Letter, any Accession Letter, any Accession Deed, the Security Documents (all terms as more particularly defined in the Facilities Agreement) and any other document designated as such by the Bank and the Principal Borrower as such documents may be amended, varied, novated or restated from time to time;

"Group" means the Principal Borrower and its Subsidiaries (as more particularly defined in the Facilities Agreement) for the time being and "Group Company" shall mean any one of them as the context so requires;

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

continued on continuation sheet 2, page 2

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

**Please complete
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1.1.2 by way of first fixed charge all other interests (not being charged by clause 4.1.1 of the Deed) 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 Intellectual Property;

1.1.7 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;

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

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

1.2 Floating charge

As further continuing security for the payment of the Secured Obligations, the Company charged with full title guarantee in favour of the Bank by way of first floating charge all its assets and undertaking (including, but without limitation, the Receivables) 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 Deed, including, without prejudice to the generality of the foregoing, heritable property and all other property and assets in Scotland.

2. CONVERSION OF FLOATING CHARGE

2.1 Conversion of floating charge

The Bank 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 Bank 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.

continued on continuation sheet 2, page 4

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

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

CHA 116

Please complete
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in black type, or
bold block lettering

Company Number

04174013

Name of Company

MEDAL ENTERTAINMENT AND MEDIA PLC (the "Company")

~~limited~~*

* 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 interest (including, without limitation, the benefit of all licences in any part of the world) of the Group, 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 member of the Group;

"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 Disposal" is as defined in clause 21.3 of the Facilities Agreement (Disposals);

"Principal Borrowers" means Medal Entertainment & Media PLC (CRN: 4174013), Medal Productions Limited (CRN: 4423882) and Medal Distribution Limited (CRN: 4423880) and references to "Principal Borrower" shall mean each or all of them as the context requires;

"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, Financial Indebtedness (as more particularly defined in the Facilities Agreement), 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);

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other Agreement (as more particularly defined in the Facilities Agreement) or arrangement having a similar effect.

continued on continuation sheet 3, page 2

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

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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 4.2 of the Deed (a "Floating Charge Asset") if the Company creates (or purports to create) any Security (other than Security permitted under the Facilities Agreement) on or over the relevant Floating Charge Asset without the prior consent in writing of the Bank 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 Bank of a notice pursuant to clause 5.1 of the Deed in relation to any class of assets of the Company shall not be construed as a waiver or abandonment of the rights of the Bank to serve similar notices in respect of any other class of assets or of any of the other rights of the Bank.

2.4 Conversion of floating charge over Receivables

Without prejudice to clauses 5.1 and 5.2 of the Deed, the Bank may by written notice to the Company convert the floating charge created by the Deed into a fixed charge as regards any of the Company's Receivables, if in the opinion of the Bank (acting reasonably) it is practicable for the Company to give such a fixed charge and such fixed charge will not materially prejudice the Company's ability to have access to its cash and the proceeds of such Receivables.

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 Bank may at any time hold for any of the Secured Obligations and the Deed may be enforced against the Company without the Bank 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 Bank 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 Bank that, during the continuance of the security created by the Deed, it shall not without the prior written consent of the Bank:

4.1 create or permit to subsist any Security (other than Security permitted under the Facilities Agreement) 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 Permitted Disposal.

continued on continuation sheet 3, page 4

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

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

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

CHA 116

Please complete
legibly, preferably
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bold block lettering

Company Number

04174013

Name of Company

MEDAL ENTERTAINMENT AND MEDIA PLC (the "Company")

~~limited~~

* delete if
inappropriate

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

SCHEDULE

Details of Registered Land

Medal Productions Limited

128 Wembley Park Drive, Wembley, HA9 8HP
Registered under Title Number NGL 707288

Medal Distribution Limited

None

Details of Unregistered Land

Medal Productions Limited

Unit C7, 6 Eldon Way Industrial Estate, Abbey Road, Park Royal, London.
Lease dated 27 February 1997 between The Royal London Mutual Insurance
Society Limited and Fountain Television Limited.

Medal Distribution Limited

Unit 1, Pool Bank Business Park, Tarvin, Chester. Lease dated 23
February 1998 between Oakmere Technical Services Limited and Leisureview
Limited.

Unit 7, Pool Bank Business Park, Tarvin, Chester. Lease dated 24 April
2001 between Oakmere Technological Services Limited and Leisureview
Limited.

5 Churchill Court, 58 Station Road, North Harrow. Lease dated 30 May
2002 between Ashfields Care Services Limited and Leisureview Limited.

Please complete
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bold block lettering

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

**Please complete
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5. FURTHER ASSURANCE

5.1 The Company will, whenever requested by the Bank and at its own expense, promptly execute such deeds or documents and take any action required by the Bank 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 Bank under the Deed. In particular, but without limitation, the Company will:

5.1.1 execute a valid legal mortgage in such form as the Bank shall reasonably require of any freehold or leasehold property as at 1 October 2002 or in the future belonging to the Company which is not effectively charged by way of legal mortgage by the Deed;

5.1.2 execute a valid fixed charge in such form as the Bank may reasonably require over any asset the subject of the floating charge under the Deed in accordance with the terms of the Deed; and

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

5.2 Any security document required to be executed by the Company pursuant to clause 8.1 of the Deed 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 Bank as its agent to apply for the particulars of the Deed and of the interest of the Bank 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.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04174013

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF AMENDMENT TO A COMPOSITE GUARANTEE AND DEBENTURE DATED 1 AUGUST 2002 DATED THE 1st OCTOBER 2002 AND CREATED BY MEDAL ENTERTAINMENT & MEDIA PLC FOR SECURING ALL OBLIGATIONS AND LIABILITIES WHATSOEVER DUE OR TO BECOME DUE FROM EACH GROUP COMPANY TO BARCLAYS BANK PLC UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 16th OCTOBER 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st OCTOBER 2002.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —