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CHFP041

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legibly, preferably
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bold block
lettering* Insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

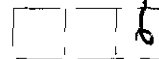
395

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

012826/10

To the Registrar of Companies
(Address overleaf - Note 6)

For official use Company number



04806063

Name of company

* MEDIA DEPOSITS LIMITED (the "Company")

Date of creation of the charge

27 July 2004

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

SECURITY DEPOSIT AGREEMENT AND CHARGE ON CASH DEPOSIT (the "Charge")

Amount secured by the mortgage or charge

The Obligations

For definitions see Paper Apart 1

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

The Governor and Company of the Bank of Scotland, incorporated under an Act of Scots
Parliament dated 1695, having its registered office at The Mound, Edinburgh (the "Bank"
which expression includes its successors in title
and permitted assigns and permitted transferees)

Postcode EH1 1YZ

Presentor's name, address and
reference (if any):Dundas & Wilson CS
20 Castle Terrace
Edinburgh EH1 2EN
-For official use
Mortgage section

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

See Paper Apart 2

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A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Particulars as to commission allowance or discount (note 3)

n/a

Signed

Date 9/8/04

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.
5. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ.

This is Paper Apart 1 applicable to the foregoing Form 395 relative to a Security Deposit Agreement and Charge on Cash Deposit by Media Deposits Limited in favour of The Governor and Company of the Bank of Scotland dated 27 July 2004.

1. In the Charge (including the Recitals)

Account means the account in the name of the Company with Treasury with account number 011981, at 33 Old Broad Street, London, EC2N 1HZ and includes any redesignation thereof;

Charged Property means all of the property charged in favour of the Bank in clause 3.2 of the Charge;

Deposit means all sums from time to time standing to the credit of or earned upon or in relation to the Account (including, without limitation, the Initial Deposit), including all entitlements to interest and other rights and benefits accruing to or arising in connection therewith;

Encumbrance means (a) a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person, (b) any arrangement under which money or claims to, or the benefit of, a bank or other account may be applied, set off or made subject to a combination of accounts so as to effect discharge of any sum owed or payable to any person or (c) any other type of preferential arrangement (including any title transfer and retention arrangement) having a similar effect;

Initial Deposit means the sum of £3,893,087.74;

L/C means (subject to paragraph 7 thereof) the transferable letter of credit (ref 801990/MD/SG/0718/034 (together with all substitutes and replacements thereof) issued by the Bank to the Lessor dated on or around the date of the Charge;

Lessor means MFF Leasing Limited acting as the executive partner and the nominee of the Whistler Film Partnership, whose principal place of business is at 7-8 Saville Row, London W1S 3PE;

Obligations has the meaning attributed to it in clause 3.2 of the Charge (as set out at Paper Apart 2 hereto)

Receipt Account has the meaning given to it in clause 2.4.1. of the Charge

Treasury means HBOS Treasury Services plc, (Company Number 2692890) having its registered office at 33 Old Broad Street, London EC2N 1HZ;

2. Any reference in the Charge to a "clause" shall, subject to any contrary indication, be construed as a reference to a clause in the Charge;

3. In the Charge, save where the contrary is indicated:

- (a) references to the Charge or any other agreement or document shall be construed as including references to the Charge of such agreement or document as the same may have been, or may from time to time be, amended, restated, varied, modified, supplemented or novated;
- (b) references to any statute shall be construed as a reference to such statute as the same may have been, or may from time to time be, amended or re-enacted;
- (c) clause headings are for ease of reference only
- (d) references to "sterling" and the sign "£" denote the lawful currency of the United Kingdom;
- (e) references to any person shall be construed so as to include its and any duly appointed subsequent successors, transferees and assigns in accordance with their respective interests; and

(f) capitalized terms in the Charge have the meaning ascribed to them in the L/C unless otherwise defined in the Charge.

This is Paper Apart 2 applicable to the foregoing Form 395 relative to a Security Deposit Agreement and Charge on Cash Deposit by Media Deposits Limited in favour of The Governor and Company of the Bank of Scotland dated 27th July 2004.

The company charges, by way of first fixed charge in favour of the Bank with full title guarantee all of the Company's right, title and interest in and to the Account and the Deposit as security for the due and punctual performance and observance of its actual or contingent counter indemnity obligations in respect of the L/C which may from time to time arise as a matter of law and its actual or contingent obligations which may from time to time arise under Clause 3.1 of the Charge (as set out below) (such obligations being hereafter collectively referred to as the "Obligations") and agrees that, subject to the charge made or created pursuant to the provisions of clause 3.2 of the Charge (as set out in this paragraph), it shall hold all of its right, title and interest in and to the Account and the Deposit on trust for application in accordance with the provisions of the Charge.

Clause 3.1 of the Charge is as follows:

"3.1 The Company agrees (subject always to Clause 8) :

3.1.1 to indemnify the Bank against all claims demands liabilities costs charges and expenses ("expenses") which may be brought or preferred against the Bank or which the Bank may incur arising out of or in connection with the L/C unless in either case such expenses arise as a consequence of a default or breach by either the Lessor or the Bank under the L/C; and

3.1.2. that the Bank may pay immediately any amounts demanded from the Bank under or by reason of the L/C on the first demand being made without requiring proof or the Company's agreement that the amounts so demanded are or were due, and notwithstanding that the Company may dispute the validity of any such demands or payments and the Company will pay the Bank from the Account on demand all sums paid subject as provided in clause 3.1.1; and

3.1.3. that the Bank may debit the Account with any sums due from the Company hereunder and Treasury may forthwith transfer such sums to the Receipt Account".

Clause 10.1 of the Charge is as follows:

"10.1 The Company hereby undertakes with the Bank that at no time during the subsistence of this Agreement will the Company, otherwise than in favour of the Bank (and except for the security constituted by clause 3 above) assign or purport to assign (by operation of law or otherwise), transfer or otherwise deal with any interest of the Company in the Charged Property or any part thereof or create, grant, extend or permit to subsist and Encumbrance on or over the Charged Property thereof. The foregoing prohibition shall apply not only to any Encumbrance which ranks or purports to rank in priority to the security constituted by clause 3 above but also to any Encumbrance which may rank or purport to rank *pari passu* therewith or thereafter."

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04806063

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY DEPOSIT AGREEMENT AND CHARGE ON CASH DEPOSIT DATED THE 27th JULY 2004 AND CREATED BY MEDIA DEPOSITS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND 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 10th AUGUST 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12th AUGUST 2004.

P. Angela.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —