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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

CHA 116

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

To the Registrar of Companies

For official use

Company number

9111

464538

Name of company

* HAMMER FILM PRODUCTIONS LIMITED

* insert full name
of company

Date of creation of the charge

2 MAY 1997

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

ASSIGNMENT AND CHARGE OF COPYRIGHT AND DESIGN RIGHT

Amount secured by the mortgage or charge

ALL MONIES AND LIABILITIES DUE, OWING OR INCURRED BY THE COMPANY TO THE CHARGEES (OR ANY OF THEM) PURSUANT TO THE FACILITY LETTER AND WHETHER SUCH MONIES OR LIABILITIES ARE JOINT OR SEVERAL, INCURRED AS PRINCIPAL OR SURETY ORIGINALLY OWING TO THE CHARGEES (OR ANY OF THEM) OR PURCHASED OR OTHERWISE ACQUIRED BY THEM, DENOMINATED IN STERLING OR IN ANY OTHER CURRENCY OR INCURRED ON ANY BANKING ACCOUNT OR IN ANY OTHER MANNER WHATSOEVER.

FOR THESE PURPOSES THE FACILITY LETTER IS THE FACILITY LETTER OF EVEN DATE ENTERED INTO BETWEEN COMPANY AND THE CHARGEES BY WHICH THE CHARGEES GRANT TO THE COMPANY A FACILITY.

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

NEIL MENDOZA OF 48 PALACE GARDENS TERRACE, LONDON W8

CHARLES SAATCHI OF 26 ST LEONARDS TERRACE, LONDON SW3 AND

WILLIAM SIEGHART OF 8A HOLLAND VILLAS ROAD, LONDON W14

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

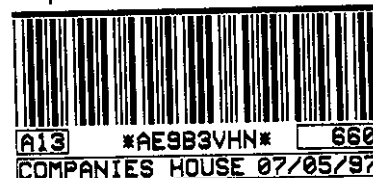
Olswang
90 Long Acre
London
WC2E 9TT

DX: 37972 KINGSWAY
COMPDOC: 77439

Time critical reference

For official use
Mortgage Section

Post room



DEFINITIONS

UNDER CLAUSE 1 OF THE SECURITY:

"CHARGED RIGHTS"

ALL THE COPYRIGHTS, RIGHTS IN THE NATURE OF COPYRIGHT, DESIGN RIGHTS (WHETHER REGISTERED OR UNREGISTERED), KNOW-HOW AND OTHER RIGHTS, CAUSES OF ACTION AND INTERESTS ASSURED, ASSIGNED, CHARGED PURSUANT TO CLAUSES 3, 4 AND 5 OF THE SECURITY;

"DESIGN RIGHTS"

UNITED KINGDOM DESIGN RIGHTS AS DEFINED IN SECTION 213 OF THE COPYRIGHT, DESIGNS AND PATENTS ACT 1988 AND SHALL INCLUDE THE EQUIVALENT IN OTHER LOCAL JURISDICTIONS;

*SEE CONTINUATION SHEET

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lettering

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Olavang

Date

6 / 5 / 1997

On behalf of [company] mortgagee/chargee[†]

[†] delete as
appropriate

- 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.

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

Please do not
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**Particulars of a mortgage or charge
(continued)**

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

CHA 116

Please complete
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Company Number

464538

Name of Company

HAMMER FILM PRODUCTIONS

Limited*

* delete if
inappropriate

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

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

**Please complete
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"KNOW-HOW"

ALL KNOW-HOW AND ALL TRADE SECRETS, TECHNICAL KNOWLEDGE AND OTHER CONFIDENTIAL OR PROPRIETARY INFORMATION, HOWSOEVER RECORDED, RELATING TO THE BUSINESS OF THE ASSIGNOR AND ANY PROCESSES, METHODS OF PROCEDURES EMPLOYED OR USED THEREIN;

"MATERIALS"

THE ORIGINAL VERSIONS OF ANY WORKS OR SUBJECT MATTER IN WHICH THE CHARGED RIGHTS SUBSIST INCLUDING, WITHOUT PREJUDICE TO THE GENERALITY OF THE FOREGOING: (I) ALL PRE-PRINT ELEMENTS CAPABLE OF PRODUCING PRINTS OR ADDITIONAL PRE-PRINT ELEMENTS INCLUDING MASTER NEGATIVES, NEGATIVES, DUPLICATE NEGATIVES, COLOUR REVERSAL INTERMEDIARIES, COLOUR SEPARATIONS, MATERIALS, INTERPOSITIVES AND INTERNEGATIVES; (II) ALL POSITIVE PRINTS, FILM, VIDEO TAPE, DISCS, CUT-OUTS AND TRIMS AND ALL OTHER PHYSICAL PROPERTIES OF OR RELATING TO THE WORKS OR SUBJECT MATTERS LISTED OR REFERRED TO IN THE SCHEDULE WHETHER NOW OR HEREAFTER IN EXISTENCE AND WHEREVER LOCATED; (III) ALL SOUND TRACK ELEMENTS INCLUDING MASTER MAGNETIC TRACKS OR OTHER OPTICAL SOUND TRACK RECORDINGS AND MUSICIAN SHEETS; AND (IV) ALL DESIGNS, DRAWINGS, DIAGRAMS, FILMS, GET-UPS, CHARTS, LAYOUTS, LISTS, PUBLICATIONS, MANUALS, PRINTED MATTERS, SPECIFICATIONS, PHOTOGRAPHS, COMPUTER PROGRAMMES, COMPUTER DATA, PROTOTYPES, MODELS, MOCK-UPS AND MOULDS, HOWSOEVER RECORDED OR REPRODUCED, BUT EXCLUDING HOWEVER, USUAL BUSINESS LETTERS.

UNDER CLAUSE 3 OF THE SECURITY THE COMPANY WITH FULL TITLE GUARANTEE ASSIGNS BY WAY OF CONTINUING SECURITY TO THE CHARGEES:

1. ALL COPYRIGHTS AND RIGHTS IN THE NATURE OF COPYRIGHT NOW BELONGING TO THE COMPANY THROUGHOUT THE WORLD AND FOR THE FULL PERIOD THEREOF AND ALL RENEWALS OR EXTENSIONS THEREOF IN THE WORKS OR SUBJECT MATTERS LISTED OR REFERRED TO IN THE SCHEDULE AND ALL DESIGN RIGHTS NOW BELONGING TO THE COMPANY FOR THE FULL PERIOD OF SUCH RIGHTS AND ALL RENEWALS OR EXTENSIONS OF SUCH RIGHTS;
2. ALL OTHER COPYRIGHTS, DESIGN RIGHTS AND RIGHTS IN THE NATURE OF COPYRIGHT THROUGHOUT THE WORLD AND FOR THE FULL PERIOD THEREOF AND ALL RENEWALS OR EXTENSIONS OF SUCH RIGHTS PRESENTLY BELONGING TO THE COMPANY.
3. ALL COPYRIGHTS, DESIGN RIGHTS AND RIGHTS IN THE NATURE OF COPYRIGHT THROUGHOUT THE WORLD AND FOR THE FULL PERIOD OF SUCH RIGHTS AND ALL RENEWALS OR EXTENSIONS OF SUCH RIGHTS THAT MAY BE ACQUIRED BY OR BELONG TO THE COMPANY DURING THE SUBSISTENCE OF THE SECURITY INCLUDING (WITHOUT PREJUDICE TO THE GENERALITY OF THE FOREGOING) ALL SUCH COPYRIGHTS AND RIGHTS IN ANY DEVELOPMENTS OR MODIFICATIONS HEREAFTER MADE TO THE WORKS OR SUBJECT MATTERS LISTED OR REFERRED TO IN THE SCHEDULE * OR IN SUCH WORKS OR SUBJECT MATTERS AS SO DEVELOPED OR MODIFIED;

*ALL RIGHTS, TITLE AND INTEREST OF THE ASSIGNOR PRESENT AND FUTURE (INCLUDING, WITHOUT LIMITATION, ALL RE-MAKE AND DIGITALISATION RIGHTS) IN THE FILMS LISTED IN THE FILM LIBRARY SCHEDULE ANNEXED HERETO # AND IN ANY AND ALL INTERESTS DERIVING THEREFROM FROM TIME TO TIME THROUGHOUT THE WORLD BY WAY OF EXPLOITATION AND REPRODUCTION IN WHATEVER FORM AND IN THE MERCHANDISING OF ANY RELATED PRODUCTS.

SCHEDULE OF 14 PAGES OF TITLES

CONTINUED.../

Please complete
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bold block lettering

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 2
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

464538

Name of Company

HAMMER FILM PRODUCTIONS

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 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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4. ALL KNOW-HOW BELONGING TO THE COMPANY THROUGHOUT THE WORLD, BOTH PRESENT AND FUTURE, AND WHETHER PRESENTLY SUBSISTING OR ACQUIRED OR CREATED DURING THE SUBSISTENCE OF THE SECURITY; AND

5. ALL PRESENT AND FUTURE RIGHTS AND CAUSES OF ACTION WHENEVER AND WHEREVER ACCRUED, OR TO ACCRUE, DUE TO THE COMPANY DURING THE SUBSISTENCE OF THE SECURITY IN RESPECT OF INFRINGEMENT ANYWHERE IN THE WORLD OF ANY OF THE RIGHTS ASSIGNED, OR TO BE ASSIGNED, BY THE FOREGOING OR UNDER CLAUSE 5 OF THE SECURITY.

UNDER CLAUSE 4 OF THE SECURITY THE COMPANY WITH FULL TITLE GUARANTEE CHARGES TO THE CHARGEES BY WAY OF FIRST FIXED CHARGE:

1. THE MATERIALS AND ALL THE COMPANY'S RIGHTS AND INTERESTS HOWEVER ARISING AND WHETHER PRESENTLY SUBSISTING OR CREATED OR ACQUIRED DURING THE SUBSISTENCE OF THE SECURITY IN CONNECTION WITH USE, EXPLOITATION, LICENSING, MARKETING OR DEVELOPMENT BY THE COMPANY OF ANY COPYRIGHTS, DESIGN RIGHTS, RIGHTS IN THE NATURE OF COPYRIGHT OR KNOW-HOW ANYWHERE IN THE WORLD WHICH ARE, OR MAY DURING THE SUBSISTENCE OF THIS SECURITY BE, OWNED BY OR BELONG TO THIRD PARTIES OR TO WHICH THE COMPANY IS, OR IN FUTURE MAY BE, NOT ABSOLUTELY ENTITLED.

UNDER CLAUSE 5 OF THE SECURITY THE COMPANY SHALL AT THE REQUEST OF THE CHARGEES:

EXECUTE IN THE FORM REQUIRED BY THE CHARGEES A SUPPLEMENTAL CHARGE OR ASSIGNMENT BY WAY OF SECURITY OF SUCH COPYRIGHTS, DESIGN RIGHTS, KNOW-HOW, MATERIALS AND RIGHTS AND CAUSES OF ACTION THROUGHOUT THE WORLD FOR THE FULL TERM THEREOF AND ALL RENEWALS OR EXTENSIONS OF SUCH COPYRIGHTS, DESIGN RIGHTS, KNOW-HOW AND RIGHTS AND CAUSES OF ACTION.

UNDER CLAUSE 6 OF THE SECURITY THE COMPANY SHALL NOT, WITHOUT THE PRIOR WRITTEN CONSENT OF THE CHARGEES:

1. (EXCEPTING CHARGES IN FAVOUR OF THE CHARGEES) CHARGE, OR PURPORT TO CHARGE, OR ENCUMBER THE CHARGED RIGHTS OR ANY OF THEM;

2. ASSIGN, CHARGE OR OTHERWISE DEAL WITH THE EQUITY OF REDEMPTION OF THE COMPANY IN THE CHARGED RIGHTS OR ANY OF THEM;

2. ASSIGN, CHARGE OR OTHERWISE DEAL WITH THE EQUITY OF REDEMPTION OF THE COMPANY IN THE CHARGED RIGHTS OR ANY OF THEM;

3. (SAVE AS MAY BE REQUIRED BY LAW PURSUANT TO, INTER ALIA, SECTIONS 52 AND 237 OF THE COPYRIGHT, DESIGNS AND PATENTS ACT 1988) WHILST THE CHARGEES ARE SHAREHOLDERS OF THE COMPANY, SELL, LICENSE, SUB-LICENSE, ASSIGN, LEASE, SUB-LEASE, HIRE, RENT OR OTHERWISE DISPOSE, OR PURPORT TO DISPOSE OF OR GRANT ANY INTEREST IN OR TO THE CHARGED RIGHTS OR ANY OF THEM;

4. (SAVE AS MAY BE REQUIRED BY LAW PURSUANT TO, INTER ALIA, SECTIONS 52 AND 237 OF THE COPYRIGHT, DESIGNS AND PATENTS ACT 1988) SELL OR OTHERWISE DISPOSE OF OR PART WITH POSSESSION OF THE MATERIALS OR ANY OF THEM PROVIDED THAT NO CONSENT WILL BE REQUIRED FROM THE CHARGEES UNDER THIS CLAUSE WHEN THEY HAVE CEASED TO BE SHAREHOLDERS OF THE COMPANY TO LICENSE, SUB-LICENSE, LEASE, SUB-LEASE, HIRE, RENT OR ALLOW ANY THIRD PARTY ACCESS TO OR THE RIGHT TO USE ANY COPY OF THE MATERIALS IN ORDER TO EXERCISE THE RIGHTS SET OUT ABOVE.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00464538

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ASSIGNMENT AND CHARGE OF COPYRIGHT AND DESIGN RIGHT DATED THE 2nd MAY 1997 AND CREATED BY HAMMER FILM PRODUCTIONS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NEIL MENDOZA; CHARLES SAATCHI and WILLIAM SIEGHART ON ANY ACCOUNT WHATSOEVER PURSUANT TO THE FACILITY LETTER OF EVEN DATE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 7th MAY 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th MAY 1997.

Peter C Protheroe

for the Registrar of Companies



COMPANIES HOUSE