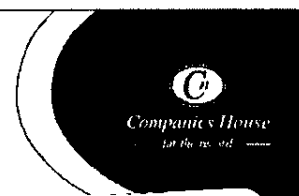


000101 | £26.

In accordance with
Section 860 of the
Companies Act 2006

MG01

Particulars of a mortgage or charge

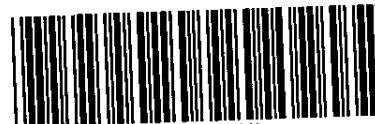


A fee is payable with this form
We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☐ **What this form is NOT**
You cannot use this form to register
particulars of a charge
company. To do this, please use
form MG01s

WEDNESDAY



A20 *A145XV2H* #378
COMPANIES HOUSE gov.uk

1	Company details		For a fiscal use
Company number	01909622		→ Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	Hat Trick Productions Ltd ("the Chargor")		
2	Date of creation of charge		
Date of creation	02/03/2012		
3	Description		
Description	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge' Charge and Deed of Assignment ("the Charge")		
4	Amount secured		
Amount secured	Please give us details of the amount secured by the mortgage or charge All or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Chargee by the Chargor in relation to the Programme (including, but not limited to, the Second Tranche of the Purchase Price and the Further Distribution Receipts) whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor), including any money and liabilities of the Chargor owed to a third party which have been assigned or novated or otherwise vested in the Chargee and whether pursuant to the CDA or otherwise (the "Secured Liabilities")		Continuation page Please use a continuation page if you need to enter more details

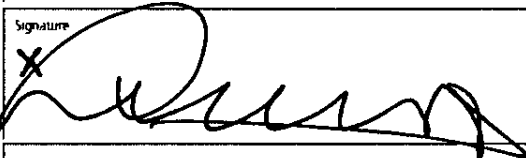
MG01

Particulars of a mortgage or charge

5	Mortgagee(s) or person(s) entitled to the charge (if any)		Continuation page Please use a continuation page if you need to enter more details.
	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge		
Name	Lorius Productions plc (the "Chargee")		
Address	15 Golden Square		
Postcode	W 1 F 9 J G		
Name			
Address			
Postcode			
6	Short particulars of all the property mortgaged or charged		
	Please give the short particulars of the property mortgaged or charged		
Short particulars	<p>1 Charges</p> <p>1 1 The Chargor, as owner with full title guarantee, or as licensee, as applicable, and as security for the payment, satisfaction and discharge of the Secured Liabilities, charges in favour of the Chargee (subject only to the Chargee's obligation to release specified in Clause 22 1 1 hereof) by way of first fixed charge, all of the Chargor's right, title and interest (whether now owned or hereafter acquired), if any, in and to the following –</p> <p>1 1 1 all copies made or to be made of the Programme, and</p> <p>1 1 2 the Programme Assets, and</p> <p>1 1 3 any other films, programmes and any sound recordings made in the course of the production of the Programme or pursuant to any right acquired in connection with, or arising from, the production of the Programme, and</p> <p>1 1 4 all copies made or to be made of the scripts and musical scores of the Programme and any sketches and designs produced in connection with the Programme, and</p> <p>1 1 5 all digital material, physical negative, internegative, interpositive and positive sound and visual material made or to be made incorporating or reproducing all or any part of the Programme, and</p> <p>1 1 6 any agreements for the provision of any goods, services, facilities or finance 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</p> <p>1 1 7 the benefit of all revenues accruing to the Chargor or the Chargor's order or on the Chargor's behalf in respect of the exhibition, distribution and exploitation of the Programme and/or of the Distribution Rights and/or the Underlying Rights and/or the Rights, and</p> <p>1 1 8 the Accounts (including all monies standing to the credit of each Account, all interest accrued on each Account and all debts represented by the foregoing), and</p> <p>1 1 9 the Delivery Materials and all other rights and properties, including physical properties acquired or to be acquired by the Chargor in connection with the Programme, and</p> <p>1 1 10 the proceeds of any or all of the foregoing</p> <p>CONTINUED ON CONTINUATION SHEET</p>		

MG01

Particulars of a mortgage or charge

7	Particulars as to commission, allowance or discount (if any) Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his <ul style="list-style-type: none">- subscribing or agreeing to subscribe, whether absolutely or conditionally, or- procuring or agreeing to procure subscriptions, whether absolute or conditional, for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered	
Commission allowance or discount		
8	Delivery of instrument You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870) We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)	
9	Signature Please sign the form here Signature  This form must be signed by a person with an interest in the registration of the charge	

MG01

Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name

AIMEE MCDONNELL

Company name

INCENSIOUS MEDIA

Address

15 GOLDEN SQUARE

Post town

LONDON

County/Region

LONDON

Postcode

W1F 9UG

Country

UNITED KINGDOM

DX

Telephone



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created.
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1 2 The Chargor, as owner with full title guarantee, or as licensee, as applicable, and as security for the payment, satisfaction and discharge of the Secured Liabilities, charges in favour of the Chargee by way of first floating charge all of the Chargor's undertaking, rights and assets, whether now owned or hereafter acquired or created (including (without limitation) any assets expressed to be charged or assigned pursuant to Clauses 4 1 and 5 to the extent the same are not for the time being effectively charged by way of first fixed charge or effectively assigned (whether at law or in equity) by way of security to the Chargee) Paragraph 14, schedule B1 Insolvency Act 1986 (incorporated by schedule 16 Enterprise Act 2002) shall apply to any floating charge created pursuant to this Charge and Deed of Assignment, which floating charge is accordingly a qualifying floating charge for such purposes</p> <p>2 Assignment and Trust</p> <p>2 1 The Chargor, as owner with full title guarantee, or as licensee, as applicable, and as security for the payment, satisfaction and discharge of the Secured Liabilities, assigns absolutely to the Chargee (subject only to the right of re-assignment in favour of the Chargor specified in Clause 22 1 2 hereof), all of the Chargor's right, title and interest (whether now owned or hereafter acquired or created), if any, in and to the following –</p> <p>2 1 1 the Rights, the Distribution Rights and the Underlying Rights and any rights in and to the Programme Assets, and</p> <p>2 1 2 all that copyright in the Programme and any other films, programmes and any sound recordings made in the course of the production of the Programme or pursuant to any right acquired in connection with, or arising from, the production of the Programme, and</p> <p>2 1 3 the benefit of all revenues accruing to the Chargor or to the Chargor's order or on the Chargor's behalf in respect of the exhibition, distribution and exploitation of the Programme and/or of the Distribution Rights and/or of the Underlying Rights and/or of the Rights, and</p> <p>2 1 4 all those rights of the Chargor in relation to all music composed and sketches and designs made for or used in the production of the Programme including the following -</p> <p>(a) the right to adapt the same for the purpose of and to reproduce the same in the form of the Programme and any such other programmes and/or films as are mentioned in Clause 5 1 1 hereof, and</p> <p>(b) the right (except for musical performing rights if the composer is a member of the Performing Rights Society Limited) to perform the same in public by exhibition of the Programme and any such programmes and/or films as aforesaid, and</p> <p>(c) such rights as the Chargor may own to broadcast the same by radio and television and to include it in cable programmes whether by live performance of living persons or by performances of the Programme, and</p> <p>2 1 5 the benefit of all agreements entered into or to be entered into by the Chargor (or its agent) relating to the Programme (including without limitation the Broadcaster Commissioning Agreement, the Sales Agency Agreement, the Video Distribution Agreement, the Underlying Rights Agreements) with all rights granted and all monies receivable thereunder and any interest thereon and the benefit of all subsisting undertakings, warranties, representations, covenants, agreements and acknowledgements therein contained, and</p> <p>2 1 6 the benefit of any policy of insurance taken out and maintained in connection with the Programme and any and all sums paid or payable thereunder, and</p> <p>2 1 7 the Accounts (including all monies standing to the credit of each Account, all interest accrued on each Account and all debts represented by the foregoing), and</p> <p>2 1 8 the proceeds of any or all of the foregoing</p> <p>CONTINUED</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>2 2 The Chargor shall hold on trust for the Chargee (which trust the Chargor hereby declares) the Chargor's entire interest and benefit in and to the Collateral or any part thereof which cannot be charged or assigned by the Chargor together with all proceeds, money and other rights and benefits to which the Chargor is beneficially entitled in respect of such Collateral</p> <p>3 Warranty and Negative Pledge</p> <p>3 1 Other than the Permitted Encumbrances, there shall be no charges or other security interests, encumbrance or arrangements having the effect of conferring security interests created by the Chargor or permitted by the Chargor to arise over the Collateral or over any other of the Chargor's property otherwise than in favour of the Chargee or with the Chargee's prior written consent Notwithstanding anything to the contrary contained herein, if the Chargor charges or otherwise encumbers any of the Collateral in any manner contemplated by this Clause 6 1 the charges created in favour of the Chargee shall rank in priority to such other charges or encumbrances whether they be fixed, floating or otherwise</p> <p>3 2 The Chargor hereby warrants and undertakes with the Chargee that it is or will be absolutely entitled to the benefit of those properties (subject to the Permitted Encumbrances) and of the agreements referred to in Clauses 4 and 5 hereof (as applicable) to which it is a party (subject to the terms of such agreements) and has full power, right and title to assign and/or charge the Collateral and is duly incorporated and validly existing and in good standing under the laws of England and Wales and has taken all action necessary to authorise the execution, performance and delivery of this Charge and Deed of Assignment</p> <p>Definitions</p> <p>Accounts means any accounts opened by the Chargor in connection with the Programme,</p> <p>Broadcaster means ITV Network Limited,</p> <p>CDA means the commissioning and distribution agreement in respect of the Programme dated 23 September 2010 pursuant to which the Chargor has commissioned the Co-Producers to produce the Programme,</p> <p>Collateral means the Chargor's right, title and interest in and to the property charged pursuant to Clauses 4 1 and 4 2 hereof and the property assigned pursuant to Clause 5 hereof,</p> <p>Co-Producers means the Chargee and Tinamus Productions PLC,</p> <p>Default Rate means 2 per cent per annum above the published base rate of HSBC Private Bank (UK) Limited from time to time, calculated on the basis of the number of days elapsed and a year of 365 days,</p> <p>Encumbrance means any mortgage, charge, lien, pledge, assignment, hypothecation or security interest or arrangement having similar effect,</p> <p>Event of Default means any event specified in Schedule 2 of this Charge and Deed of Assignment,</p> <p>Permitted Encumbrances means the security interests granted to Tinamus Productions Plc in respect of the Programme,</p> <p>Programme means the television programme currently entitled "The Suspicions of Mr Whicher",</p> <p>PSA means the production services agreement in respect of the Programme dated 23 September 2010 pursuant to which the Co-Producers have engaged the PSC to render certain production services in connection with the Programme.</p> <p>CONTINUED</p>	

MG01 - continuation page

Particulars of a mortgage or charge ,

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>PSC means Hat Trick Television Limited (a company registered in England with Company Number 06017981),</p> <p>Receiver means a receiver or administrative receiver (where such an administrative receiver may be appointed) of the Collateral,</p> <p>Relevant Agreements means this Charge and Deed of Assignment, the CDA, the Broadcaster Commissioning Agreement, the Broadcaster IPA , the PSA, the Sales Agency Agreement, the Sales Agent Side Letter, the Video Distribution Agreement, the Video Distributor Side Letter and any other agreements to which the Chargor is a party in relation to the Programme,</p> <p>Relevant Parties means any of the Chargor, the PSC, the Broadcaster, the Sales Agent, the Video Distributor and any other party to any Relevant Agreement (other than the Co-Producers) and each is a Relevant Party, and</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 1909622
CHARGE NO. 33**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE AND DEED OF
ASSIGNMENT DATED 2 MARCH 2012 AND CREATED BY HAT
TRICK PRODUCTIONS LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE COMPANY TO LORIUS
PRODUCTIONS PLC ON ANY ACCOUNT WHATSOEVER UNDER
THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 7 MARCH 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 MARCH 2012

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES