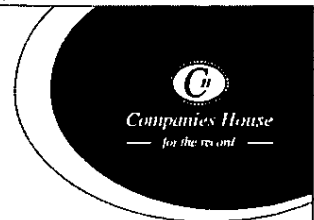


MG01

Particulars of a mortgage or charge

220046/13

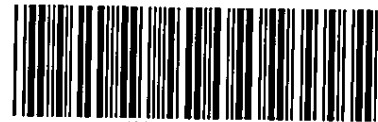


A fee is payable with this form.
We will not accept this form unless you send the correct fee.
Please see 'How to pay' on the last page.

☒ **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 for**
You cannot use this form to register
particulars of a charge for a
company. To do this, please use
form MG01s.

TUESDAY



LWCNRFM8

LD2 08/12/2009 43

COMPANIES HOUSE

1 Company details

Company number 0 1 9 0 9 6 2 2

Company name in full Hat Trick Productions Limited (the "Chargor")

22

Filing in this form
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation d 3 d 0 m 1 m 1 y 2 y 0 y 0 y 9

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'.

Description Charge and Deed of Assignment (the "Charge") between the Chargor and the British Broadcasting Corporation (the "Chargee") in respect of the television programme entitled "Have I Got News For You 2010 - 2012 Series" (the "Programme")

4 Amount secured

Please give us details of the amount secured by the mortgage or charge.

Amount secured

All present and future obligations and liabilities, whether actual or
contingent, owing by the Chargor to the Chargee under (i) any
Relevant Agreement; and (ii) otherwise in connection with the Series,
in each case until delivery by the Chargor to the Chargee, and
acceptance by the Chargee of, the Series in its entirety (the "Secured
Obligations").

All capitalised terms not defined herein shall have the meaning given
to them in the continuation pages to this Form MG01

Continuation page
Please use a continuation page if
you need to enter more details.

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Particulars of a mortgage or charge

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Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Name The British Broadcasting Corporation

Address Broadcasting House,

London

Postcode W 1 A 1 A A

Name

Address

Postcode

Continuation page

Please use a continuation page if you need to enter more details.

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Continuation page

Please use a continuation page if you need to enter more details.

Short particulars

1. FIXED CHARGE

The Chargor, with full title guarantee has charged in favour of the Chargee (subject only to the Chargee's obligation to release specified in sub-clause 28.1 of the Charge) by way of first fixed charge the Fixed Charge Property as a continuing security for the performance and discharge of the Secured Obligations.

2. FLOATING CHARGE

2.1 The Chargor, with full title guarantee has charged in favour of the Chargee by way of first floating charge the Floating Charge Property as a continuing security for the performance and discharge of the Secured Obligations.

2.2 The Chargee may, to the extent permitted by law, at any time by notice in writing to the Chargor, convert the floating charge into a fixed charge as regards any of the Floating Charge Property and the Chargor shall promptly execute a fixed charge or legal assignment over such assets in such form as the Chargee may require. Paragraph 14, schedule B1 Insolvency Act 1986 (incorporated by schedule 16 Enterprise Act 2002) shall apply to any floating charge created pursuant to the Charge, which floating charge is accordingly a qualifying floating charge for such purposes.

3. ASSIGNMENT

The Chargor with full title guarantee has assigned the Assigned Property absolutely to the Chargee as a continuing security for fully and timely performance of the Secured Obligations (and insofar as necessary by way of present assignment of future copyright pursuant to Section 91 of the Copyright, Designs and Patents Act 1988).

4. NEGATIVE PLEDGE

The Chargor shall not, without the prior written consent of the Chargee, create, agree to create or allow to subsist any Prohibited Security Interest on or over the Collateral or any part of it.

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Particulars of a mortgage or charge

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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:

- 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 866).

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 870). 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

Signature

X Reed Smith LLP X

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 **Neil Gillard**

Company name **Reed Smith LLP**

Address **The Broadgate Tower**

20 Primrose Street

Post town **London**

County/Region

Postcode **E C 2 A 2 R S**

Country **United Kingdom**

DX **DX1066 City / DX18 London**

Telephone **T: +44 (0)20 3116 3000**



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
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

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge.	
Amount secured	<p>DEFINITIONS</p> <p>"Programme" means the 2010 season of the television programme entitled "Have I Got News For You" comprising one Spring series of 9 episodes each with a running time of 30 minutes and 40 minutes extended episodes (Series 39) and one Autumn series of 11 episodes each with a running time of 30 minutes and 40 minutes extended episodes (including a Christmas Special episode and a compilation episode) (Series 40).</p> <p>"the Relevant Agreements" means the Programme Production Agreement, the CDA, the Co-Production Agreement, the Ingenious Security Agreements, the Co-Producer Security Agreement, the Interparty Agreement, the Charge and any other agreement relating to the Series;</p> <p>"Series" means the 2010 – 2012 seasons of the television programme entitled "Have I Got News For You", each season comprising one Spring series of 9 episodes each with a running time of 30 minutes and 40 minutes extended episodes and one Autumn series of 11 episodes each with a running time of 30 minutes and 40 minutes extended episodes (including a Christmas Special episode and a compilation episode) (being series 39-44), including the Programme.</p>	

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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>DEFINITIONS</p> <p>"the Assigned Property" means all of the Chargor's right, title and interest in and to the following throughout the world for the full period of copyright and thereafter for such additional time as may be possible and lawful:</p> <p>(a) all rights of every kind and nature in and to the Literary Property including all underlying rights;</p> <p>(b) all rights of every kind and nature in and to any and all music and musical compositions created for, or from time to time used in, the Series, including all rights to perform, copy, record, rerecord, produce, publish, reproduce or synchronise all of such music or musical compositions and all record, soundtrack recording and music publishing rights;</p> <p>(c) all rights including all copyrights, rights in copyrights, interests in copyrights and renewals and extensions of copyrights, domestic and foreign, common law and statutory, heretofore or hereafter obtained in the Series and the Literary Property or any part thereof, and the right (but not the obligation) to make publication thereof for copyright purposes, to register claims under copyright, and the right (but not the obligation) to renew and extend such copyrights, and the right (but not the obligation), to sue in the name of Chargor and/or in the name of Chargee for past, present and future infringements of copyright;</p> <p>(d) the Distribution Rights;</p> <p>(e) to the extent not included in the Distribution Rights, all collateral, allied, ancillary, subsidiary, publishing and merchandising rights of every kind and nature derived from or related to the Series or the Literary Property or any part thereof, including all production, exploitation, reissue, remake, sequel, serial and series production rights by use of film, tape or any other recording devices now known or hereafter devised, all rights to use, exploit and license others to use or exploit any and all novelisation, publishing, commercial tie-ups and merchandising rights of every kind and nature, all rights of every kind and nature related to the title or titles of the Series, the characters appearing in the Series or the Literary Property and/or the names or characteristics of such characters but excluding any allied and ancillary rights in and to the Source Material save to the extent it is incorporated in or necessary for the production and exploitation of the Series and any future series or episodes.;</p> <p>(f) the title of the Series and all of the Chargor's rights to the exclusive use thereof including rights protected pursuant to registered or unregistered trade mark, service mark, unfair competition, passing off and/or other laws, rules or principles of law or equity;</p> <p>(g) all inventions, processes, formulae, licences, patents, patent rights, trademarks, trademark rights, service marks, service mark rights, trade names, trade name rights, logos, indicia, corporate and company names, business source or business identifiers and renewals and extensions thereof, domestic and foreign, whether now owned or hereafter acquired, and the accompanying good will and other like business property rights relating to the Series, and the right (but not the obligation) to register claims under trademark or patent and to renew and extend such trademarks or patents and the right (but not the obligation) to sue in the name of the Chargor or in the name of the Chargee for past, present or future infringement of trademark or patent in relation to the Series;</p> <p>Continued on continuation page 2</p>	

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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>...continued (2)</p> <p>(h) the benefit of those of the Relevant Agreements to which the Chargor is a party and any other contracts or agreements entered into or made by the Chargor relating (whether directly or indirectly) to the Series including the Distribution Agreements and all rights granted and all amounts payable thereunder and the benefit of all undertakings, covenants, representations and warranties made therein and all;</p> <p>(i) all right to receive payment under, or in connection with, all contracts and policies of insurance or indemnity relating to any of the Collateral taken out by or on behalf of the Chargor or (to the extent of its interest) in which the Chargor has an interest, all claims of whatsoever nature relating thereto and all returns of premiums in respect of such contracts or policies;</p> <p>(j) all other accounts receivable, contract rights, general intangibles, intellectual property, investment property, letter of credit rights and supporting obligations, which are related to or used in connection with the Series; and</p> <p>(k) the products and proceeds of any or all of the foregoing.</p> <p>"the Collateral" means the Assigned Property, the Fixed Charge Property and the Floating Charge Property.</p> <p>"the Fixed Charge Property" means all the Chargor's right, title and interest (whether now owned or hereafter acquired) in and to the following throughout the world:</p> <p>(a) all physical properties of every kind or nature of or relating to the Series and all versions thereof, including all physical properties relating to the development, production, completion, delivery, exhibition, distribution or other exploitation of the Series, and all versions thereof or any part thereof;</p> <p>(b) all physical elements of the Series, including all negatives, duplicate negatives, fine grain prints, soundtracks, positive prints (cut-outs and trims excepted), and all sound properties, video formats (including PAL/NTSC), and other physical properties in connection with the Series and the trailer of the Series, in relation solely to the Series all exposed film, developed film, positives, negatives, prints, answer prints, special effects, preprint materials (including interpositives, negatives, duplicate negatives, internegatives, colour reversals, intermediates, lavenders, fine grain master prints and matrices and all other forms of preprint elements which may be necessary or useful to produce prints or other copies or additional pre-print elements, whether now known or hereafter devised), soundtracks, recordings, audio and video tapes and discs of all types and gauges, cut-outs, trims, non-analogue recordings and tapes, including any video digital recordings and HDTV format recordings of the Series, and any and all other physical properties of every kind and nature relating to the Series in whatever state of completion, and all duplicates, drafts, versions, variations and copies of each of the aforesaid;</p> <p>(c) all machinery, electrical and electronic components, equipment, fixtures, furniture, office machinery, vehicles, trailers, implements and other tangible personal property of every kind and description used exclusively for the production of the Series (including, without limitation, all wardrobe, props, mikes, scenery, sound stages, movable, permanent or vehicular dressing rooms, sets, lighting equipment, cameras and other photographic, sound recording and editing equipment, projectors, film developing equipment and machinery) and all goods of like kind or type hereafter acquired by Chargor in substitution or replacement thereof, and all additions and accessions thereto, wherever any of the foregoing is located;</p> <p>Continued on continuation page 3</p>	

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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>...continued (3)</p> <p>(d) any and all documents, receipts or books and records, including, without limitation, documents or receipts of any kind or nature issued by any pledgeholder, warehouseman or bailee with respect to the Series and any element thereof and the equipment containing such books and records;</p> <p>(e) all monies due and owing to the Chargor in connection with the Series;</p> <p>(f) the production account(s) relating to the Series, any accounts in the name of the Chargor relating to the Series and all sums from time to time standing to the credit of such account of the Chargor; and</p> <p>(g) all other properties and things of value in respect of the Series to the extent the same do not form part of the Assigned Property; and</p> <p>(h) the proceeds and products of any and/or all of the foregoing.</p> <p>"the Floating Charge Property" means</p> <p>(a) the Fixed Charge Property to the extent (if at all) that the fixed charge over the Fixed Charge Property or any part thereof is for any reason ineffective as a fixed charge; and</p> <p>(b) the Assigned Property to the extent (if at all) that the assignment of such Assigned Property or part thereof is for any reason ineffective as an assignment.</p> <p>"Prohibited Security Interest" means any assignment, charge, mortgage, pledge, right of set off or trust arrangement or other arrangement having the economic effect of creating a security interest other than the Security Interests, any liens arising by operation of law and any liens arising in the ordinary course of trade.</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. 22**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE AND DEED OF
ASSIGNMENT DATED 30 NOVEMBER 2009 AND CREATED BY
HAT TRICK PRODUCTIONS LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
THE BRITISH BROADCASTING CORPORATION ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 8
DECEMBER 2009**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 DECEMBER
2009**



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**