

MG02

Statement of satisfaction in full or in part of mortgage or charge

☒ **What this form is for**

You may use this form to register a
statement of satisfaction in full or in
part of a mortgage or charge.

☒ **What this form is NOT for**

You cannot use this form
a statement of satisfaction
or in part of a fixed charge
company registered in Scotland.
If you do this, please use form MG01.

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COMPANIES HOUSE

1 Company details

Company number 1 9 0 9 6 2 2
Company name in full Hat Trick Productions Limited (the "Company")

For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Creation of charge

Date charge created 1 7 0 7 2 0 0 3
Description 1 Deed of charge over credit balances (the "Charge")

Date of registration 2 9 0 7 2 0 0 3

1 You should give a description of
the instrument (if any) creating or
evidencing the charge,
e.g. 'Legal charge'.

2 The date of registration may be
confirmed from the certificate.

3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the
debenture holders.

Name Barclays Bank plc as security trustee pursuant to a security trust
Address arrangement dated 17 July 2003 (the "Security Trustee")
54 Lombard Street, London
Postcode EC 3 P 3 A H

Name

Address

Postcode

Name

Address

Postcode

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

MG02

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4

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. The Company covenanted with the Security Trustee that it would on demand pay to the Security Trustee all moneys, debts and liabilities from time due, owing or incurred by the Company to any or all of the Permitted Beneficiaries on any current or other account whatsoever or otherwise in any manner whatsoever, in each case:

- (a) whether present or future
- (b) whether alone or jointly with any other person
- (c) whether actual or contingent
- (d) whether as principal or surety
- (e) in whatsoever name, firm or style; and whatsoever currency denominated.

2. the Company with full title guarantee and to the intent that the Charge shall rank as a continuing security for all the respective liabilities and obligations described at 1 above charged to the Bank by way of first fixed charge all its right, title, benefit and interest in the Deposit together with all interest from time to time accruing thereon (together the "Charged Property").

3. the Company assigned to the Security Trustee its right to require the Security Trustee to repay to the Company the Deposit and to pay the interest thereon to the Company.

Covenants and Restrictions

1. The Company and the Security Trustee agreed that during the continuance of the Charge the Deposit shall only be released upon demand to enable advances to be made to Greenleaf pursuant to the Upstream Loan, such advances solely to be made to Greenleaf for the purpose of making payments in respect of the Management Loan Notes.

(continued)

5

Satisfaction of the debt

I confirm that the debt for which the charge described above was given has been paid or satisfied ①

- ☒ In full.
- ☐ In part.

① Please tick one box only.

6

Signature

Please sign the form here.

Signature

Signature

X  X

This form must be signed by a person with an interest in the registration of the charge.

4	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged.
Short particulars	<p>2. The Company covenanted with the Security Trustee that during the continuance of the Charge the Company shall not assign, transfer, charge or otherwise alienate, deal with or encumber any or all of the money or interest subject to this security or the Company's right, title or interest therein, or agree to do the same.</p> <p>Definitions</p> <p>"Account" means the blocked deposit account (account number: 70546151, sort code: 20-78-98) with Barclays Bank plc (the "Bank") together with all sums from time to time deposited in it or standing to its credit (including any renewed or substituted deposits) in whatever currency denominated and all interest and other accruals, accrued and accruing on it;</p> <p>"the Deposit" means all sums of money in any currency:</p> <p>(a) deposited or paid by the Company now or at any time hereafter to the credit of the Account with the Bank and/or (where the context permits) any additional and/or substitute account(s) hereafter opened with the Bank for the deposit or holding of all or part of the money or interest subject to this security; and</p> <p>(b) deposited or paid by the Company with or to the Bank or held by the Bank on behalf of the Company (whether in an account or otherwise) now or at any time during the currency of this security, unless the Bank agrees in writing before such deposit or payment is made that it shall not be subject to this security (provided that this paragraph shall not extend to any money in any current account); and</p> <p>(c) representing the renewal or replacement of or for any sums deposited or paid or held as set out in the foregoing paragraphs;</p> <p>"Facilities Agreement" means a facilities agreement made between the Bank and Greenleaf dated on or about the date hereof;</p> <p>"Greenleaf" means Greenleaf Productions Holdings Limited (company number 4789044);</p> <p>"Intercreditor Agreement" means the intercreditor agreement dated on or about the date hereof and made between amongst others Barclays Bank Plc, Kleinwort Capital Partners IV LP and James Mulville, Denise O'Donoghue and Hilary Strong;</p> <p>"Investor Loan Notes" has the meaning given to it in the Facilities Agreement;</p> <p>"Management Loan Notes" has the meaning given to it in the Facilities Agreement;</p> <p>"Permitted Beneficiaries" means Barclays Bank Plc, the holders of the Management Loan Notes, the holders of the Investor Loan Notes or any person to whom the benefit of the Management Loan Notes or the Investor Loan Notes has been assigned pursuant to clause 15 of the Intercreditor Agreement;</p> <p>"Upstream Loan" means an upstream loan agreement dated on or about the date hereof and made by Greenleaf for the purpose of servicing certain indebtedness.</p>

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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. The contact information you give will be visible to searchers of the public record.

Contact name	Our ref: 313
Company name	Harbottle & Lewis LLP
Address	Hanover House
14 Hanover Square	
Post town	London
County/Region	
Postcode	W 1 S 1 H P
Country	United Kingdom
DX	44617 Mayfair
Telephone	



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 completed the charge details in Section 2.
- ☐ You have completed the name and address of the chargee, or trustee for the debenture holders.
- ☐ You have completed the short particulars of the property mortgaged or charged.
- ☐ You have confirmed whether the charge is to be satisfied in full or in part.
- ☐ You have signed the form.



Important information

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



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