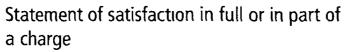
MR04





You can use the WebFiling service to file this form online Please go to www companieshouse gov uk

- 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 against a company
- X What this form is NOT You may not use this form register a statement of sa in full or in part of a mort charge against an LLP Us LL MR04



21/11/2014

COMPANIES HOUSE

1	Comp	oany (deta										
Company number	0 1	9	0	9	6	2 2						g in this form e complete in typescript or in	
Company name in full	HAT TRICK PRODUCTIONS LIMITED											bold black capitals	
										All fie speci	All fields are mandatory unless specified or indicated by *		
2	Charge creation												
	When was the charge created?												
	 → Before 06/04/2013 Complete Part A and Part C → On or after 06/04/2013 Complete Part B and Part C 												
	→	On or	' after										
Part A	Cha	rge	s cı	eat	ted	bef	ore	06/	04/2013				
A1	Charge creation date												
	Please	e give	the da	te of	creatio	n of the	charg	e					
Charge creation date	1	7	7	δ	_	2) 1	14					
A2	Charge number												
	Pleas	e give	the ch	arge i	numbei	r This c	an be	found	on the certifica	ate			
harge number*	3 1	1											
A3	Desci	riptio	n of	inst	rume	nt (ıf	any)				<u> </u>		
	Please give a description of the instrument (if any) by which the charge is created or evidenced									Pleas	Continuation page Please use a continuation page if you need to enter more details		
Instrument description	Char	ge an	id De	ed of	Assıç	nmen	<u> </u>						

	Statement of satisfaction in full or in part of a charge									
A4	Short particulars of the property or undertaking charged									
	Please give the short particulars of the property or undertaking charged	Continuation page Please use a continuation page if								
Short particulars	1 Charges 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, has charged in favour of the Chargee (subject only to the Chargee's obligation to release specified in clause 22 1 1 of the Charge) 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 1 1 all copies made to be made of the Programme, and 1 2 the Programme Assets, and 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 1 4 all copies made or be made of the scripts and musical scores of the Programme and any sketches and designs produced in connection with the Programme, and	you need to enter more details								
Part B	Charges created on or after 06/04/2013									
B1	Charge code									
Charge code •	Please give the charge code This can be found on the certificate	This is the unique reference code allocated by the registrar								

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Statement of satisfaction in full or in part of a charge

Part C	To be completed for all charges							
C1	Satisfaction							
- 	I confirm that the debt for the charge as described has been paid or satisfied Please tick the appropriate box In full In part							
C2	Details of the person delivering this statement and their interest	t in the charge						
	Please give the name of the person delivering this statement							
Name	PAUL COHEN							
	Please give the address of the person delivering this statement							
Building name/number	33							
Street	OVAL ROAD							
Post town	CAMDEN							
County/Region	LONDON							
Postcode	NW17EA							
	Please give the person's interest in the charge (e.g. chargor/chargee etc)							
Person's interest in the charge	CHARGOR							
G	Signature							
	Please sign the form here							
Signature	Signature X							

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Statement of satisfaction in full or in part of a charge

Presenter information	Important 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	Please note that all information on this form will appear on the public record			
visible to searchers of the public record	■ Where to send			
Contact name SARAH BROWN	You may return this form to any Companies Hous address However, for expediency, we advise you to return it to the appropriate address below			
Company name HAT TRICK PRODUCTIONS LTD				
Address 33 OVAL ROAD	For companies registered in England and Wales The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff			
Post town CAMDEN County/Region LONDON Postcode N W 1 7 E A Country	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)			
DX	For companies registered in Northern Ireland The Registrar of Companies, Companies House,			
Telephone 020 7184 7734	Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG			
✓ Checklist	DX 481 N R Belfast 1			
We may return forms completed incorrectly or with information missing	<i>t</i> Further information			
Please make sure you have remembered the following The company name and number match the information held on the public Register	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			
Part A Charges created before 06/04/2013 ☐ You have given the charge date ☐ You have given the charge number (if appropriate) ☐ You have completed the Description of instrument and Short particulars in Sections A3 and A4	alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk			
Part B Charges created on or after 06/04/2013 You have given the charge code				
☐ Part C To be completed for all charges ☐ You have ticked the appropriate box in Section C1 You have given the details of the person delivering ☐ this statement in Section C2 You have signed the form				

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Statement of satisfaction in full or in part of a charge

A3

Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is created or evidenced

Instrument description

- 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
- 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
- 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
- 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
- 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
- 1 1 10 the proceeds of any or all of the foregoing
- 1 2The 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, has charge 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 of the Charge 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)
- 2 Assignment and Trust
- 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, has assigned absolutely to the Chargee (subject only to the right of re-assignment in favour of the Chargor specified in clause 22 1 2 of the Charge) all of the Chargor's right, title and interest (whether now owned or hereafter acquired or created), if any, in and to the following
- 2 1 1 the Rights, the Distribution Rights and the Underlying Rights and any rights in and to the Programme Assets, and
- 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
- 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

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Statement of satisfaction in full or in part of a charge

Α3

Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is created or evidenced

Instrument description

- 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
- (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 2 of the Charge, and
- (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
- (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
- 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 Secondary Broadcasting Rights 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 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
- 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
- 2 1 8 the proceeds of any or all of the foregoing
- 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
- 3 Warranty and Negative Pledge
- 3 1 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 in the Charge, if the Chargor charges or otherwise encumbers any of the Collateral in any manner contemplated by clause 6 1 of the Charge 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

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Statement of satisfaction in full or in part of a charge

A3

Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is created or evidenced

Instrument description

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 and of the agreements referred to in clauses 4 and 5 of the Charge (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 the Charge##Definitions "Accounts" means the bank accounts opened and maintained by the Chargor for the exploitation of the Programme as more particular described in the Charge and any other bank accounts opened and maintained by the Chargor in connection with the Programme,

"CDA" means the commissioning and distribution agreement in respect of the Programme dated on or about the date of the Charge pursuant to which the Chargor has commissio0ned the Chargee to produce the Programme,

"Collateral" means the Chargor's right, title and interest in and to the property charged pursuant to clauses 4.1 and 4.2 of the Charge and the property assigned pursuant to clause 5 of the Charge, "Delivery Materials" has the meaning given to it in the PSA, "Distribution Rights" has the meaning given to it in the CDA, "Further Distribution Receipts" has the meaning given to it in the CDA.

"Purchase Price" means the purchase price defined and payable to the Chargee in accordance with clause 7 2(a) of the CDA, "Programme" means the television programme provisionally entitled "Case Sensitive The Other Half Lives", as better described in the CDA,

"Programme Assets" has the meaning given to it in the CDA, "PSA" means the production services agreement in respect of the Programme dated on or about the date of the Charge pursuant to which the Chargee has engaged the PSC to render certain production services in connection with the Programme, "PSC" means Hat Trick Television Limited (a company registered in England with company number 06017981),

"Rights" has the meaning given to it in the CDA, and "Underlying Rights" has the meaning given to it in the CDA