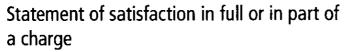
MR04





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

What this form is NOT for You may not use this form to register a statement of satisfin full or in part of a mortgacharge against an LLP Use for LL MR04



15 05/12/2015 COMPANIES HOUSE #26

1	Con	np	pany (deta	ils					•		
Company number	0 1 9 0 9 6 2 2						→ Filling in this form Please complete in typescript or in					
Company name in full	HAT TRICK PRODUCTIONS LIMITED								bold black capitals 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											
	7	→ On or after 06/04/2013 Complete Part B and Part C										
Part A	Ch	a	rge	s cı	rea	tec	b	efore	06/04/2	013		
A1	Cha	arg	ge cre	atio	n da	ate						
	Please give the date of creation of the charge											
Charge creation date	ъ	ď	6	ő	З	-	^y 2	ď	1 2			
A2	Charge number									i		
_	Please give the charge number This can be found on the certificate											
Charge number*	3	5	5		-							
A3	Description of instrument (if any)											
	Please give a description of the instrument (if any) by which the charge is created or evidenced							Continuation page Please use a continuation page if you need to enter more details				
Instrument description	Charge and Deed of Assignment ("the 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 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	you need to enter more details

1 1 2 the Programme Assets, and
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 or pursuant to any right acquired in connection with,
or arising from, the production of the |Programme, and
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

Cont/

1 1 1 all copies made or to be made of the Programme, and

Part B Charges created on or after 06/04/2013

Statement of satisfaction in full or in part of a charge

MR04

B1	Charge code								
	Please give the charge code This can be found on the certificate	Charge code This is the unique reference code							
Charge code •		allocated by the registrar							

MR04 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 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	LONDON							
County/Region								
Postcode	N W 1 7 E A							
	Please give the person's interest in the charge (e.g. chargor/chargee etc)							
Person's interest in the charge	CHARGOR							
C3	Signature							
	Please sign the form here							
Signature	X Signature X							

MR04

Statement of satisfaction in full or in part of a 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 The contact information you give will be visible to searchers of the public record					
Contact name SARAH BROWN					
Company name HAT TRICK PRODUCTIONS LTD					
Address 33 OVAL ROAD					
CAMDEN					
Post town LONDON					
County/Region					
Postcode N W 1 7 E A					
Country					
DX					
Telephone 020 7184 7734					
√ 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					
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					
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					

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, 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

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

Α4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

- 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 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, has charged in favour of the Chargee by way of first floating charge all of the Chargor's undertaking, rights, title, interests 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 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 of the Rights, and
- 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

MR04 - continuation page -

Statement of satisfaction in full or in part of a charge

Α4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

- (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 if 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 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
- 2.1.7 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 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
- 2 3 Where any asset, right, collateral or other thing is stated to be the subject of the fixed charge made pursuant to Clause 4 1 of the Charge and the assignment made pursuant to clause 5 1 of the Charge, such asset, right, collateral or other thing, to the extent it may be assigned by the Chargee and to the extent such assignment has been perfected at the material time, shall be the subject of such assignment and not of such fixed charge. To the extent such asset, right collateral or other thing is not capable of being assigned by the Chargee or to the extent such assignment has not been perfected at the material time, such asset, right, collateral or other thing shall be the subject of such fixed charge and not of such assignment.
- 3 Warranty and Negative Pledge
- 3 1 Other than the Permitted Encumbrances (which, pursuant to arrangements made between the Chargee and Botaurus Productions Plc shall be subject and subordinate to the security created hereby), 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 Cont/

MR04 - continuation page

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

Short particulars

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 are fixed floating or otherwise

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 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 6the bank account opened and maintained by the Chargor for the exploitation of the Programme as more particularly described in the Charge and any other bank accounts opened and maintained by the Chargor in connection with the Programme,

"Broadcaster Commissioning Agreement" has the meaning given to it in the CDA.

"Broadcaster IPA" has the meaning given to it in the CDA "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 commissioned the Co-Producers 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.

"Co-Producers" means the Chargee and Botaurus Productions Plc,

"Delivery Materials" has the meaning given to it in the CDA,

"Distribution Rights" has the meaning given to it in the CDA "Further Distribution Receipts" has the meaning given to it in the CDA.

"Permitted Encumbrances" means the security interests granted to Botaurus Productions Pic in respect of the Programme,

"Programme Assets" has the meaning given to it in the CDA,

"Programme" means the television programme provisionally entitled

"Great Night Out" as better described 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 Co-Producers have engaged the PSC to render certain production services in connection with the Programme,

"Purchase Price" has the meaning given to it in the CDA, "Relevant Agreements" means the Charge, 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,

Cont.

In accordance with
Section 859L of the
Companies Act 2006

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

ı	A	4	

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

"Purchase Price" has the meaning given to it in the CDA, "Relevant Agreements" means the Charge, 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,

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

"Sales Agency Agreement" has the meaning given to it in the CDA, "Sales Agent Side Letter" has the meaning given to it in the CDA "Underlying Rights" has the meaning given to it in the CDA, "Underlying Rights Agreement" has the meaning given to it in the CDA

"Video Distribution Agreement" has the meaning given to it in the CDA, and

"Video Distributor Side Letter" has the meaning given to it in the CDA