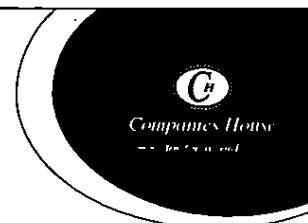


# MG01

## Particulars of a mortgage or charge

1646/26



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  
particulars of a charge for a  
company. To do this, please  
form MG01s.

FRIDAY



LD4 06/11/2009 42  
COMPANIES HOUSE

### 1 Company details

Company number 2 6 6 8 4 5 9

Company name in full Canal+ Image UK Limited (the "Chargor")

For official use  
12

→ **Filling 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 2 6 1 0 2 0 0 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 Deed of Security Assignment and Charge relating to the film entitled Brighton Rock (the "Film") (the  
"Charge")

### 4 Amount secured

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

Amount secured All of the Chargor's obligations under a production finance agreement  
between the Chargor, Brighton Rock Productions Limited and the  
Chargee (as defined below) and a licence agreement between the  
Chargor and the Chargee (together the "BBC Agreement") and on  
demand payment to the Chargee and discharge when due of  
£1,052,051 (One Million and Fifty Two Thousand and Fifty One  
Pounds Sterling) (the "BBC Advance") and all other sums from time to  
time due and payable to the Charge pursuant to the BBC Agreement,  
the Charge or otherwise (the "Debt") and to duly and punctually  
perform and discharge all Chargor's respective obligations and  
liabilities under those agreements in respect of the Film to which it is  
a party including without limitation the Charge,

...continued...

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

# MG01

## 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.

#### Continuation page

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

Name British Broadcasting Corporation (the "Chargee")

Address Broadcasting House, 1 Portland Place, London

Postcode W 1 A 1 A A

Name

Address

Postcode

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

The Chargor, by way of continuing security of the payment and performance of the Secured Obligations has assigned to the Chargee with full title guarantee (and insofar as is necessary by way of present assignment of future copyright pursuant to section 91 of the Copyright Designs and Patents Act 1988 as the same may be amended from time to time) all of its right, title and interest in and to the following excluding only the account at Barclays Bank in the name of 'Brighton Rock Productions Limited' with account number 03599426 and sort code 20-78-98 ("UK Tax Credit Account") and one hundred per cent (100%) of all sums received in respect of the Film into the UK Tax Credit Account by way of payment of the cash element of the United Kingdom film tax relief payable to the producer of the Film pursuant to part 15 of the Corporation Tax Act 2009 ("UK Tax Credit Receipts"):

1.1 the entire copyright and all of Chargor's rights in and to the Film and all elements contained therein and in any music, music compositions and/or recordings including lyrics and all rights to exploit the same and to produce, publish, reproduce and synchronise all or any of the same and other copyright works produced by or for the Chargor in connection with the Film;

1.2 the rights of copyright and other rights in all underlying material acquired or created by the Chargor to enable the Film to be produced and exploited in any and all media and by any and all means now known or hereafter invented in the future;

1.3 all literary property and ancillary rights (including, without limitation, all publishing and merchandising rights) in the Film but excluding the right to develop, produce and/or exploit any and all remakes, sequels, prequels and television and/or film spin-offs of the Film (as all such terms are customarily understood in the motion picture and television industry of England) and any related character rights;

1.4 all contracts and contract rights, agreements for personal services, book debts, and all personal property of the Chargor relating to the Film or to any literary property and ancillary rights therein and the benefit of any insurance policy taken out in connection with the Film;

...continued...

# MG01

## 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

Not applicable

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### 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).

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### 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.

# 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 **Simon Osborn**

Company name **BBC Films**

Address **Room 6023, Television Centre**

**Wood Lane**

Post town **London**

County/Region

Postcode **W 1 2 7 R J**

Country **UK**

DX

Telephone **0208 576 7179**



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**

## MG01 - continuation page

### Particulars of a mortgage or charge

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#### Amount secured

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

Amount secured

...continued

the interparty agreement, collection agreement, completion guaranty, sales agency agreement and existing distribution agreements in respect of the Film and any other document required as a condition precedent or subsequent to the BBC Agreement and any other agreement entered into by the Chargor in relation to the Film and any other agreement referred to in the interparty agreement for the Film (the "Interparty Agreement") (the "Relevant Agreements") (together, the "Secured Obligations").

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged.	
	<p>...continued</p> <p>1.5 all other rights and tangible and intangible properties created or acquired or to be created or acquired by the Chargor in connection with the Film;</p> <p>1.6 all rights to distribute, lease, license, sell, exhibit, broadcast or otherwise deal with the Film, underlying material and ancillary rights by all methods and in all media throughout the universe including, without limitation, the Chargor's entitlement to receive all monies and other proceeds derived therefrom;</p> <p>1.7 all the Chargor's rights, interest and benefits in and to the Relevant Agreements;</p> <p>1.8 the revenues from book debts owed to the Chargor or in respect of, and proceeds of, any or all of the above including, without limitation, any and all sums, proceeds, money, products, profits or other property obtained or to be obtained from the distribution, exhibition, sale or other uses or dispositions of the Film or any part of the Film, including without limitation, all proceeds, profits and products, whether in money or otherwise, from the sale, rental or licensing of the Film and/or any of the elements of the Film including, without limitation, from rights in underlying material or ancillary collateral, allied, subsidiary and merchandising rights;</p> <p>for the Chargee to hold the same absolutely throughout the universe for the full period of copyright (or other rights) in the same wherever subsisting or acquired and all renewals and extensions thereof and thereafter (insofar as may be or become possible) in perpetuity.</p> <p>2. The Chargor, by way of continuing security of the payment and performance of the Secured Obligations has charged by way of first fixed charge in favour of the Chargee, the Chargor's right title and interest in and to the following throughout the universe excluding only the UK Tax Credit Account and the UK Tax Credit Receipts:</p> <p>2.1 all copies of the Film and any music and/or sound recordings or other works produced in connection with the Film and all materials in tangible or intangible form incorporating or reproducing the same or any part or element thereof;</p> <p>2.2 all rights and properties, including without limitation, physical properties created or acquired or to be created or acquired in connection with the production of the Film;</p> <p>2.3 all sums from time to time standing to the credit of the Chargor in any account established for the Film other than the UK Tax Credit Account or the production account in respect of the Film or the Chargor's interest in any collection account for the Film, subject to the provisions of any agreement (including but not limited to the collection agreement for the Film), to which the Chargee is a party, relating to the allocation of such sums;</p> <p>2.4 the revenues from book debts owed to the Chargor in respect of and proceeds of any or all of the above;</p> <p>2.5 insofar as not effectively assigned pursuant to clause 3 of the Charge, all those items referred to in clause 3 of the Charge;</p> <p>2.6 any and all plant and machinery, fixture or equipment or chattels relating to the Film now or hereafter belonging to the Chargor;</p> <p>2.7 all other tangible properties created or to be created or acquired by the Chargor in connection with the Film;</p> <p>2.8 insofar as not effectively assigned pursuant to clause 3 of the Charge, all rights and claims to which the Chargor is or may become entitled in respect of any policy of insurance in respect of any item charged or assigned in the Charge.</p> <p>...continued...</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	<p data-bbox="339 367 1031 398">Please give the short particulars of the property mortgaged or charged.</p> <p data-bbox="339 434 464 465">...continued</p> <p data-bbox="339 501 1469 801">3. The Chargor, by way of continuing security for the full and timely payment and performance of the Secured Obligations, has also charged in favour of the Chargee by way of floating charge all the undertaking of the Chargor in respect of the Film, including but not limited to all rights, assets, property, stock-in-trade and cash in the bank or otherwise now, or at any time during the continuance of the Charge, belonging to the Chargor in each case only in respect of the Film and the Chargor has agreed not to part with, sell or dispose of the whole or part of its said undertaking and assets in respect of the Film (except by way of sale in the ordinary course of business and for the purpose of carrying on the same and without prejudice to the above mentioned legal charge and assignment).</p> <p data-bbox="339 869 1469 1102">4. The floating charge referred to in part 3 above shall automatically be converted into a fixed charge as regards all the assets subject to the said floating charge without notice from the Chargee to the Chargor upon the happening of: (i) an Event of Default (as set out in the Charge); (ii) if the Chargor creates or attempts to create any Encumbrance (as defined in the Charge) over all or any of the assets subject to the said floating charge; or (iii) if any person levies or attention to levy any distress, execution sequestration or other process against any of the assets subject to the said floating charge.</p> <p data-bbox="339 1169 1469 1402">5. The Chargor has covenanted with the Chargee that the Chargor shall not without the Chargee's prior written consent create or permit to arise or to subsist any encumbrance, charge or pledge upon the whole or any part of the property, assets and interests (whether present or future) charged or assigned or to be charged or assigned or each or any of them or part thereof under the Charge in favour of the Chargee and all other property and assets which at any time are or are required to be charged in favour of the Chargee under the Charge, other than those referred to in the interparty agreement for the Film.</p>	



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 2668459  
CHARGE NO. 12**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF SECURITY ASSIGNMENT  
AND CHARGE DATED 26 OCTOBER 2009 AND CREATED BY  
CANAL + IMAGE UK LIMITED FOR SECURING ALL MONIES  
DUE OR TO BECOME DUE FROM THE COMPANY TO BRITISH  
BROADCASTING CORPORATION 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 6 NOVEMBER  
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 NOVEMBER  
2009

*12/11*



**Companies House**  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES