

187145/13  
**MG01**

Particulars of a mortgage or charge



**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**

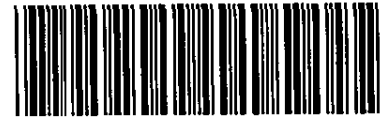
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



**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



\*A25Y1602\*

A05

09/04/2013

#133

COMPANIES HOUSE

**1**

**Company details**

Company number 0 2 6 9 5 4 1 5

Company name in full Hardcash Productions Limited

6

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**

**Date of creation of charge**

Date of creation d0 d5 m0 m4 y2 y0 y1 y3

**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

A Charge (the "**Charge**") dated 5 April 2013 between Barclays Bank Plc (the "**Bank**") and the Borrower over a programme provisionally entitled "**Exposure: Bogus Colleges**" (the "**Programme**")

**4**

**Amount secured**

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

Amount secured

All monies which shall for the time being be due or owing to the Bank by the Borrower (including interest and other proper costs and charges) pursuant to the Facility Letter and the Charge (the "**Secured Amounts**")

**Continuation page**

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

**MG01**

## Particulars of a mortgage or charge

**5 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	Barclays Bank PLC
Address	7th Floor, 180 Oxford Street
	London
Postcode	W 1 D 1 E 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

2 1 The Borrower hereby covenants to pay or discharge to the Bank the Secured Amounts in accordance with the terms of the Facility Letter

2 2 As continuing security for the payment to the Bank of the Secured Amounts and for the performance of the obligations of the Borrower under this Charge the Borrower with full title guarantee

2 2 1 assigns absolutely to the Bank throughout the world (and insofar as necessary by way of present assignment of future copyright pursuant to s 91 of the Copyright Designs and Patents Act 1988) the Borrower's right, title and interest in and to

- (a) the Rights (subject to and with the benefit of the ITV Contract),
- (b) the ITV Contract and all of the Borrower's right, title, benefit and interest to and in the same including, without limitation, any and all sums of money whatever payable to or on account of the Borrower by ITV pursuant to the ITV Contract,
- (c) the benefit of the Insurance Policies now or in the future taken out by the Borrower in respect of the Programme and/or the Rights,

PLEASE SEE CONTINUATION PAGE

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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

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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 870).

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 866). 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 *Davenport & Sons* 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 Paul Mustafa (BAR 2 520)

Company name Davenport Lyons

Address 30 Old Burlington Street

Post town London

County/Region

Postcode W 1 S 3 N L

Country

DX DX 37233 Piccadilly 1

Telephone 0207 468 2600



### 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,  
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](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

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

2 2 2 charges by way of first fixed charge to the Bank all the Borrower's right, title and interest in and to

- (a) all of those assets detailed at Clause 2 2 1 above to the extent that they are not effectively assigned pursuant to that clause,
- (b) the Programme (both as presently existing and to be created or acquired by the Borrower),
- (c) the proceeds of the Insurance Policies now or in the future taken out by the Borrower in respect of the Programme and/or the Rights,
- (d) all sums from time to time standing to the credit of the Borrower in the Borrower's Current Account,
- (e) any other assets of the Borrower in relation to the Programme, and

2 2 3 charges by way of a floating charge all of its present and future assets and undertaking including, but not limited to, any and all of the Borrower's rights and interest detailed in sub-clauses 2 2 2 above if and to the extent that the first fixed charge may fail for any reason to operate as a fixed charge Paragraph 14 of Schedule B1 of the Insolvency Act 1986 shall apply to any floating charge created pursuant to this Charge so that this Charge is a qualifying floating charge

2 3 To Hold the same unto the Bank absolutely as security for the payment or discharge of the Secured Amounts

The Charge also contains a negative pledge

The Borrower warrants, undertakes and agrees with the Bank as follows

not without the prior written consent of the Bank to sell, transfer, dispose of or part with possession or control of or attempt to sell transfer or dispose of the Charged Assets or any part of them or any interest in them nor directly or indirectly create or permit to exist or be created any mortgage, charge, lien, pledge, encumbrance or security interest upon or in the Charged Assets or any part of them, save pursuant to the ITV Contract,

For the purposes of this MG01, capitalised terms used herein shall, unless otherwise defined in the Form MG01, have the meanings given to them in the Charge



**FILE COPY**

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

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

**COMPANY NO. 2695415  
CHARGE NO. 6**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A CHARGE DATED 5 APRIL 2013  
AND CREATED BY HARDCASH PRODUCTIONS LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO BARCLAYS BANK PLC 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 9  
APRIL 2013**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 APRIL 2013**