

MG01

Particulars of a mortgage or charge

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Oyez

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
company. To do this, please use
form MG01s

THURSDAY



A38

A25LSOCO

04/04/2013

#122

COMPANIES HOUSE

1	Company details	3	For official use
Company number	03863614	Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *	
Company name in full	Flame Television Production Limited (the " Chargor ")		
2	Date of creation of charge		
Date of creation	28/03/2013		
3	Description		
Description	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge' Debenture (the " Debenture ")		
4	Amount secured		
Amount secured	Please give us details of the amount secured by the mortgage or charge All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to any Secured Party under each Finance Document except for any money or liability which, if it were so included, would cause the infringement of section 678 or 679 of the Companies Act 2006 (the " Secured Liabilities ")	Continuation page Please use a continuation page if you need to enter more details	

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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	The Royal Bank of Scotland plc (the "Security Agent")
Address	36 St Andrew Square
	Edinburgh
Postcode	E H 2 2 Y B
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 clause numbers in this Section 6 correspond to the same clauses in the Debenture*

3. Security Assets

3.1 Fixed Charges

(a) The Chargor, as security for the payment of the Secured Liabilities, charges in favour of the Security Agent, with full title guarantee, the following assets, from time to time owned by it or in which it has an interest

(i) by way of first legal mortgage, the Property, and

(ii) by way of first fixed charge.

(A) all Property not effectively mortgaged under Clause 3.1(a)(i) of the Debenture,

(B) all Shares;

(C) all Debts,

(D) all Blocked Accounts,

(E) all Other Accounts,

(F) all Investments,

(G) all Intellectual Property Rights;

(H) its goodwill and uncalled capital; and

(I) any Non-Assigned Agreement (save for, any Non-Charged Agreement) and, if not effectively assigned by way of security pursuant to Clause 3 2 (Security Assignment) of the Debenture, all its rights and interests in (and claims under) the assets described in Clause 3 2 (Security Assignment) of the Debenture.

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

3.2 Security Assignment

As security for the payment of the Secured Liabilities, the Chargor assigns, by way of security, with full title guarantee to the Security Agent all its rights, title and interest in:

(a) the Insurances and the Insurance Proceeds;

(b) all Rental Income;

(c) any Lease Document,

(d) any Hedging Agreement,

(e) each Acquisition Document; and

(f) any Additional Assigned Agreements,

and all Related Rights in respect of each of the above

3.3 Non-Charged Agreements

(a) For each Non-Charged Agreement, to the extent that the same is not effectively assigned pursuant to Clause 3.2 (Security Assignment) of the Debenture, the Chargor shall use its best endeavours to obtain the consent to charge that Non-Charged Agreement (or, as the case may be, a waiver of the prohibition on charging in relation to that Non-Charged Agreement), as soon as reasonably practicable following the date of the Debenture and shall keep the Security Agent informed of the progress of such matters

(b) Pending receipt of the consent or waiver described in paragraph (a) above, the Chargor shall hold all of its right, benefit and interest in a Non-Charged Agreement on trust for the Security Agent

3.4 Floating Charge

(a) As further security for the payment of the Secured Liabilities, the Chargor charges with full title guarantee in favour of the Security Agent by way of first floating charge its undertaking and all its present and future assets other than those assets which are effectively charged by way of first fixed charge or legal mortgage under Clause 3.1 (Fixed Charges) of the Debenture or which are effectively assigned by way of security under Clause 3.2 (Security Assignment) of the Debenture

(b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by the Debenture

5. Further Assurances and Protection of Priority

5.1 General

(a) The Chargor shall, at its own expense, promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s))

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6 Short particulars of all the property mortgaged or charged

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Short particulars

- (i) to perfect or protect the Security created or intended to be created under, or evidenced by, the Debenture (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Debenture) or for the exercise of any rights, powers and remedies of the Secured Parties provided by or pursuant to the Debenture or by law,
- (ii) to confer on the Security Agent or confer on the Secured Parties, Security over any assets of a Chargor, located in any jurisdiction, equivalent or similar to the Security intended to be conferred by or pursuant to the Debenture and, pending the conferring of such Security, hold such assets upon trust (or in any manner required by the Security Agent) for the Secured Parties; and/or
- (iii) to facilitate the realisation or enforcement of the assets which are, or are intended to be, the subject of the Security created, or intended to be created, by the Debenture
- (b) The Chargor shall take all such action (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Secured Parties by or pursuant to the Debenture
- (c) The Chargor shall execute and deliver to the Security Agent a Supplemental Debenture in respect of any freehold or leasehold property acquired by it within 1 Business Day of its acquisition.

7.2 General Undertakings

(a) Negative Pledge and Disposal Restrictions

The Chargor will not:

- (i) create or agree to create or permit to subsist or arise any Security over all or any part of the Security Assets; or
- (ii) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Security Assets (other than Floating Charge Assets on arm's length terms in the ordinary course of trading) or agree or attempt to do the same,

except as permitted by the Credit Agreement or with the prior written consent of the Security Agent.

In this MG01:

"Accession Deed" means a document substantially in the form set out in Schedule 4 (Form of Accession Deed) of the Credit Agreement or such other form as the Security Agent may require (acting reasonably),

"Administrator" means a person appointed under Schedule B1 to the Insolvency Act 1986 to manage a Chargor's affairs, business and property;

"Additional Assigned Agreements" means all agreements, contracts, deeds, instruments, licences, undertakings, guarantees, covenants, warranties, representations and other documents (other than any of the same described in Clause 3 2(a) to Clause 3 2(e) (Security Assignment) (inclusive) of the Credit Agreement and all Related Rights in respect thereof,

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6	Short particulars of all the property mortgaged or charged
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Short particulars	<p>any Non-Assigned Agreement and any agreement, contract, deed, instrument, licence, undertaking, guarantee, covenant, warranty, representation or other document specified as a Non-Additional Assigned Agreement in an Accession Deed) entered into by, given to or otherwise benefiting any asset of, the Chargor from time to time,</p> <p>"Additional Borrower" means a company which becomes an Additional Borrower in accordance with Clause 27 (Changes to the Obligors) of the Credit Agreement;</p> <p>"Additional Guarantor" means a company which becomes an Additional Guarantor in accordance with Clause 27 (Changes to the Obligors) of the Credit Agreement,</p> <p>"Additional Obligor" means an Additional Borrower or an Additional Guarantor,</p> <p>"Acquisition Agreement" means the sale and purchase agreement dated on or around the date hereof relating to the sale and purchase of the Target Shares and made between the Parent and the Vendors,</p> <p>"Acquisition Documents" means the Acquisition Agreement and any other document designated as an "Acquisition Document" by the Agent and the Parent,</p> <p>"Agent" means The Royal Bank of Scotland plc,</p> <p>"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration,</p> <p>"Blocked Accounts" means:</p> <p>(a) the Facility A Account, the Mandatory Prepayment Account and each Holding Account and, with effect from the date of an Accession Deed or a Supplemental Debenture, any accounts specified as a Blocked Account in that Accession Deed or Supplemental Debenture (as the case may be), and</p> <p>(b) all monies standing to the credit of each such account and all Related Rights in respect of such account or the monies standing to the credit thereof;</p> <p>"Borrower" means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 27 (Changes to the Obligors) of the Credit Agreement,</p> <p>"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London;</p> <p>"Charged Property" means all of the assets of the Obligors which from time to time are, or are expressed to be, the subject of the Transaction Security,</p> <p>"Chargors" means each Original Chargor and any person that executes and delivers an Accession Deed in favour of the Security Agent after the date of the Debenture;</p> <p>"Credit Agreement" means the facilities agreement dated 28 March 2013 and made between, amongst others, the Original Chargors and the Security Agent under which the Original Lenders have made available certain loan facilities to the Parent and certain other members of the Group;</p>

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>"Debts" means:</p> <p>(a) all money or liabilities due, owing or incurred by a person to the Chargor at present or in the future, in any manner, whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, and</p> <p>(b) any Related Rights in respect thereof</p> <p>"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent;</p> <p>"Derivative Asset" means all allotments, rights, benefits and advantages (including all voting rights) at any time accruing, offered or arising in respect of or incidental to any Investment or the Shares and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect of an Investment or the Shares,</p> <p>"Facility A" means the term loan facility made available under the Credit Agreement as described in Clause 2 1(a)(i) (The Facilities) of the Credit Agreement,</p> <p>"Facility A Account" means the bank account held with The Royal Bank of Scotland PLC in the name of Tiverton 2 Limited, into which funds sufficient to repay Facility A have been deposited;</p>
	<p>"Finance Document" means the Credit Agreement, the Debenture, any Accession Deed, any Overdraft Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a "Finance Document" in writing by the Agent and the Parent;</p> <p>"Finance Party" means the Agent, the Arranger, the Security Agent, the Hedge Counterparty and the Lender;</p> <p>"Floating Charge Asset" means an asset charged under Clause 3.4 (Floating Charge) or Clause 4.1(d) (Security) of an Accession Deed,</p> <p>"Group" means the Parent, the Target and each of their respective Subsidiaries for the time being;</p> <p>"Guarantor" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 27 (Changes to the Obligors) of the Credit Agreement,</p> <p>"Hedge Counterparty" means The Royal Bank of Scotland plc;</p> <p>"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by an Obligor and the Hedge Counterparty for the purpose of hedging interest rates or currencies or other risks identified by the Hedging Counterparty and the Parent,</p> <p>"Holding Account" means an account:</p>

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (a) held by a member of the Group with the Agent or Security Agent,
- (b) identified in a letter between the Parent and the Agent as a Holding Account; and
- (c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Security Agent, (as the same may be redesignated, substituted or replaced from time to time),
- "Insurance Proceeds"** means all monies from time to time payable to the Chargor under or pursuant to the Insurances, including the refund of any premium,
- "Insurances"** means all policies of insurance and all proceeds of them either on the date of the Debenture or in the future held by, or written in favour of, the Chargor or in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors and officers insurance,
- "Intellectual Property Rights"** means:
- (a) all of the assets specified in Part 2 of Schedule 2 (Intellectual Property) (if any) of the Debenture;
- (b) all of the assets described in Part 3 of the schedule to an Accession Deed (if any);
- (c) any patents, trademarks, service marks, designs, business names, copyrights, database rights, computer software, design rights, domain names, moral rights, inventions, confidential information, trade secrets, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered,
- (d) the benefit of all applications and rights to use those assets described in paragraphs (a) to (c) (inclusive) above of the Chargor (which may now or in the future subsist); and
- (e) any Related Rights arising in relation to any of the assets described in paragraphs (a) to (d) (inclusive) above,
- "Investment"** means any stock, share, debenture, loan stock, interest in any investment fund and any other security (whether or not marketable) whether owned directly or by or to the order of the Chargor or by any trustee, fiduciary or clearance system on its behalf, including any Derivative Asset and any Related Rights in respect of any of the foregoing,
- "Lease"** means any occupational lease or licence or other right of occupation or right to receive rent to which a Property or any part of it may at any time be subject and includes any guarantee of a tenant's obligations under the same,
- "Lender"** means The Royal Bank of Scotland plc, and any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with Clause 25 (Changes to the Lenders) of the Credit Agreement,
- "Mandatory Prepayment Account"** means an interest-bearing account
- (a) held by a member of the Group with the Agent or Security Agent,
- (b) identified in a letter between the Parent and the Agent as a Mandatory Prepayment Account;

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6	Short particulars of all the property mortgaged or charged
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Short particulars	<p>(c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Agent and Security Agent, and</p> <p>(d) from which no withdrawals may be made by any members of the Group except as contemplated by this Agreement, (as the same may be redesignated, substituted or replaced from time to time),</p> <p>"Non-Assigned Agreement" means any agreement to which the Chargor is a party (or any agreement in which the Chargor has a right, title or interest)</p> <p>(a) which prohibits, either absolutely or conditionally (including requiring the consent of any third party), the Chargor from assigning its rights under that agreement, and</p> <p>(b) in respect of which no consent to assign, or waiver of the prohibition on assignment of, the Chargor's rights under that agreement has been obtained or provided (in form and substance satisfactory to the Security Agent),</p> <p>"Non-Charged Agreement" means any agreement to which the Chargor is a party (or any agreement in which the Chargor has a right, title or interest):</p> <p>(a) which prohibits, either absolutely or conditionally (including requiring the consent of any third party), the Chargor from creating a charge over its interest in that agreement, and</p> <p>(b) in respect of which no consent to charge, or waiver of the prohibition on the charging of, the Chargor's rights under that agreement has been obtained or provided (in form and substance satisfactory to the Security Agent),</p> <p>"Obligor" means a Borrower or a Guarantor;</p> <p>"Original Borrowers" means the Subsidiaries of the Parent listed in Part I of Schedule 1 of the Credit Agreement as original borrowers, together with the Parent;</p> <p>"Original Lender" means The Royal Bank of Scotland plc;</p> <p>"Original Guarantors" the Subsidiaries of the Parent listed in Part I of Schedule 1 of the Credit Agreement as original guarantors, together with the Parent;</p> <p>"Original Chargers" means the parties set out in schedule 1 of the Debenture,</p> <p>"Original Obligor" means an Original Borrower or an Original Guarantor;</p> <p>"Other Accounts" means, in relation to the Chargor, all its present and future accounts (other than a Blocked Account) with any bank or other person, all monies standing to the credit of each such account and all Related Rights in respect of any such account,</p> <p>"Parent" means Tiverton 2 Limited;</p> <p>"Party" means a party to the Debenture;</p>

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Property" means

(a) all of the freehold and/or leasehold property of the Chargor described in Part 1 of Schedule 2 (The Property) of the Debenture and Part 1 of the schedule to each Accession Deed (if any);

(b) all freehold and leasehold property or immovable property of the Chargor situate in England and Wales (other than the property referred to in paragraph (a)),

(c) any buildings, fixtures, fittings, plant and machinery from time to time on or forming part of the property referred to in paragraphs (a) and (b) above, and

(d) any Related Rights arising in relation to any of the assets described in paragraphs (a) to (c) (inclusive) above,

and **"Properties"** shall be construed accordingly,

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property,

"Related Rights" means, where used in relation to an asset, the following

(a) the proceeds of sale and/or other realisation of that asset (or any part thereof or interest therein);

(b) all Security, Authorisations, options, agreements, rights, easements, benefits, indemnities, guarantees, warranties or covenants for title in respect of such asset; and

(c) all rights under any lease, licence or agreement for lease, sale or use in respect of such asset;

"Rental Income" means all income derived from a Lease,

"Security Assets" means

(a) the assets mortgaged, charged or assigned by way of security to the Security Agent by the Debenture, any Accession Deed or any Supplemental Debenture, and

(b) any assets held on trust by a Chargor for the Security Agent;

"Secured Parties" means each Finance Party from time to time party to the Credit Agreement, any Receiver or Delegate,

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

"Security Agent" means The Royal Bank of Scotland plc,

"Security Period" means the period from the date of the Debenture until the date on which the Security Agent has determined (acting reasonably) that all of the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full and that no commitment is outstanding,

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>"Shares" means:</p> <p>(a) the shares described in Part 3 of Schedule 2 (Shares) of the Debenture and Part 2 of the schedule to each Accession Deed (if any);</p> <p>(b) all Derivative Assets; and</p> <p>(c) all Related Rights in respect of paragraphs (a) to (b) (inclusive),</p> <p>"Supplemental Debenture" means a supplemental debenture to the Debenture in the form set out in Schedule 6 (Supplemental Debenture) of the Debenture or such other form as the Security Agent may require;</p> <p>"Subsidiary" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006,</p> <p>"Target" means Tiverton Holdings Limited, a company incorporated under the laws of England and Wales with registered number 08119354;</p> <p>"Target Shares" means all of the shares in Target and all warrants and options in respect of the share capital of Target,</p> <p>"Transaction Security" means the Security created or expressed to be created in favour of the Security Agent pursuant to the Transaction Security Documents,</p> <p>"Transaction Security Documents" means each of the documents listed as being a Transaction Security Document in paragraph 4(a) of Part I of Schedule 2 (Conditions Precedent) of the Credit Agreement and any document required to be delivered to the Agent under paragraph 13 of Part II of Schedule 2 (Conditions Precedent) of the Credit Agreement together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents; and</p> <p>"Vendors" means each of JM Thoday, LL Newman, R Allen-Turner, RW Aslett, G Perkins, JR Gregory and JL Taylor as set out in the Acquisition Agreement</p>

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7 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

Nil

8 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).

9 Signature

Please sign the form here

Signature

Signature

X *Osborne Clarke*

X

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

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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 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

0996331/APA

Company name

Osborne Clarke

Address

One London Wall

Post town

London

County/Region

Postcode

E C 2 Y S E B

Country

UK

DX

466 LDE

Telephone

020 7105 7186



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 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



FILE COPY

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

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

**COMPANY NO. 3863614
CHARGE NO. 3**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 28 MARCH
2013 AND CREATED BY FLAME TELEVISION PRODUCTION
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM EACH OBLIGOR TO ANY SECURED PARTY 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 4 APRIL 2013**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 APRIL 2013



DX



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**