

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 Scottish company. To do this, please use form MG01s

TUESDAY



A29 22/06/2010 203
COMPANIES HOUSE

1	Company details	2	For official use
Company number	0 3 8 6 3 6 1 4	<p>→ Filing in this form Please complete in typescript or in bold black capitals</p> <p>All fields are mandatory unless specified or indicated by *</p>	
Company name in full	Flame Television Production Limited (the "Owner")		
2	Date of creation of charge		
Date of creation	d1 d7 m0 m6 y2 y0 y1 y0		
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	Debenture made between the Owner (1) and the Bank (2) (the "Debenture")		
4	Amount secured		
	Please give us details of the amount secured by the mortgage or charge		
Amount secured	<p>All the Owner's liabilities to the Bank (present, future, actual or contingent and whether incurred alone or jointly with another) and include</p> <p>1 1 Interest at the rate charged by the Bank, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, monthly on the days selected by the Bank</p> <p>1 2 any expenses the Bank or a receiver incurs (on a full indemnity basis and with interest from the date of payment) in connection with</p> <p>1 2 1 the Property charged by Clause 2 of the Debenture</p> <p>1 2 2 taking, perfecting, protecting, enforcing or exercising any power under the Debenture</p> <p>(the "Owner's Obligations")</p>	<p>Continuation page Please use a continuation page if you need to enter more details</p>	

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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
Address 8th and 9th Floors, 280 Bishopsgate, London
(the "Bank")
Postcode E C 2 M 4 R 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

- 1 Charge**
- The Owner, as a continuing security for its Obligations and with full title guarantee, gives to the Bank
- 1 1 a fixed charge over the following property of the Owner, owned now or in the future
- 1 1 1 all Land vested in or charged to the Owner, all fixtures and fittings attached to that Land and all rents receivable from any lease granted out of that Land
- 1 1 2 all plant and machinery, including any associated warranties and maintenance contracts
- 1 1 3 all the goodwill of the Owner's business
- 1 1 4 any uncalled capital
- 1 1 5 all stock, shares and other securities held by the Owner at any time in any Subsidiary and all income and rights relating to those stocks, shares and securities
- 1 1 6 all intellectual property, licences, claims, insurance policies, proceeds of any insurance and any other legal rights
- 1 1 7 the benefit of any hedging arrangements, futures transactions or treasury instruments
- 1 2 a floating charge over all the other property, assets and rights of the Owner owned now or in the future which are not subject to an effective fixed charge under this deed or under any other security held by the Bank
- 2 Restrictions**
- The Owner will not, without the Bank's consent
- 2 1 permit or create any additional mortgage, standard security, charge or lien on the Property, other than the Permitted Security
- 2 2 dispose of the Property charged by Clause 2 1 of the Debenture
- 2 3 dispose of the Property charged by Clause 2 2 of the Debenture, other than in the ordinary course of business
- 2 4 call on, or accept payment of, any uncalled capital
- 2 5 deal with its book and other debts, except by collecting them in the ordinary course of its business In particular, the Owner will not realise its book and other debts by means of invoice discounting or factoring arrangements

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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>2 6 grant, or accept a surrender of, any lease or licence of any of its Land or consent to a tenant assigning or sub-letting</p> <p>2 7 dispose of, part with or share possession or occupation of any of its Land</p> <p style="text-align: center;">Definitions</p> <p>Facility Agreements are</p> <p>(1) the term loan agreement dated on or about the date of the Debenture between (1) Avalon Entertainment Limited and (2) The Royal Bank of Scotland plc, and</p> <p>(2) the revolving advance facility agreement dated on or about the date of the Debenture between (1) Avalon Entertainment Limited and (2) The Royal Bank of Scotland plc, as such agreements are amended, novated, supplemented, extended, restated or replaced from time to time</p> <p>Permitted Security shall have the meaning ascribed to such term in the Facility Agreements</p> <p>Property include any part of it and references to Land are to any interest in heritable, freehold or leasehold land</p> <p>Subsidiary is an entity controlled, directly or indirectly, by the Owner or by a Subsidiary of the Owner "Control" means the ability to appoint or remove directors or exercise the majority of voting rights, alone or with the agreement of others</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 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).

9 Signature

Please sign the form here

Signature

Signature

X Taylor & Francis LLP 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 UAKG/UCYK

Company name Taylor Wessing LLP

Address 5 New Street Square

Post town London

County/Region

Postcode E C 4 A 3 T W

Country

DX 41 London London - Chancery Lane

Telephone +44 (0)207 300 7000



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



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. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 17 JUNE 2010
AND CREATED BY FLAME TELEVISION PRODUCTION LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO THE ROYAL BANK OF SCOTLAND PLC ON
ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE
22 JUNE 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 JUNE 2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES