

MG01

Particulars of a mortgage or charge



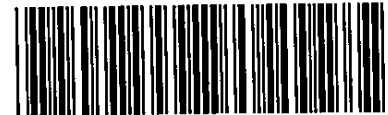
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LASERFORM

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

THURSDAY



LD6 19/05/2011 96
COMPANIES HOUSE
17/05/2011 73
COMPANIES HOUSE

| | | |
|---|---|---|
| 1 Company details | | For official use |
| Company number | 3 9 5 2 9 0 0 | Filling 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 | COMPANY PRODUCTIONS (DOUGLAS) LIMITED (the "Chargor") | |
| 2 Date of creation of charge | | |
| Date of creation | 28 04 2011 | |
| 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' | |
| Charge over cash deposit and account, dated 28 April 2011 and made between the Chargor and HSBC Private Bank (UK) Limited (the "Bank") hereinafter referred to as the "Charge". | | |
| 4 Amount secured | | |
| Amount secured | Please give us details of the amount secured by the mortgage or charge | |
| <p>"Secured Sums" means</p> <p>(1) the rental payments payable by the ^{comp}Chargor in its capacity as Lessee under the film lease dated 31 January 2001 and made between Mobile Film Partners as Lessor and the Chargor as Lessee in relation to the film entitled "Nicholas Nickleby" (the "Film Lease"). For the avoidance of doubt, the term Lessor in relation to the Film Lease shall include the Bank as assignee of the benefit of the Film Lease and the person entitled to the benefit of the payment obligations of the Lessee thereunder; and</p> <p>cont...</p> | | |
| Continuation page Please use a continuation page if you need to enter more details | | |

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| 4 | Amount secured |
|----------------|---|
| | Please give us details of the amount secured by the mortgage or charge |
| Amount secured | <p>(11) all monies, obligations and liabilities whatsoever whether for principal, interest or otherwise in whatever currency which may now, or at any time in the future, be due, owing or incurred by <u>the partner or partners for the time being of Mobile Film Partners</u> to the Bank (1) under, or in connection with, the loan agreements entered into, or to be entered into, by those parties and (ii) relating to the film entitled "Nicholas Nickleby".</p> <p style="text-align: right;"><i>charge</i> + (10).</p> |

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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.

| | |
|----------|--------------------------------|
| Name | HSBC Private Bank (UK) Limited |
| Address | 78 St James Street |
| | London |
| Postcode | S W 1 A 1 J B |
| Name | |
| Address | |
| Postcode | |

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

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

The Chargor with full title guarantee and as a continuing security for the payment and discharge by the partner or partners for the time being of Mobile Film Partners and the Chargor (as the case may be) of the Secured Sums on the dates upon which any payment in respect thereof becomes due, charged in favour of the Bank by way of first fixed charge, the Charged Assets.

"Charged Assets" means.

(i) the security account maintained by the Chargor with the Bank (or an institution within the same group of companies as the Bank) and all rights of the Chargor in relation thereto (exact details of which can be found in the Charge) (the "Security Account"),

(ii) the monies credited from time to time to the Security Account, together with all entitlements to interest, the right to repayment and other rights and benefits accruing thereto or arising in connection therewith (the "Deposit"); and

(iii) the debts represented by the Deposit and the Security Account and any other asset of the Chargor from time to time subject or expressed to be subject to the security created by, or pursuant to, the Charge.

For the avoidance of doubt, it is intended that the Deposit shall not be released to the Chargor until the Secured Sums have been unconditionally and irrevocably paid and discharged in full

cont..

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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>Notes</p> <p>The Charge contains the following covenants and restrictions:</p> <p>A - Negative Pledge</p> <p>The Chargor shall not assign, transfer or otherwise dispose of the Deposit nor create or permit to subsist any Security Interest thereon ranking in priority or pari passu with the Security Interest created by the Charge.</p> <p>"Security Interest" means any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention, preferential right or trust arrangement or other security arrangement or agreement or any right (including any "hold back" or flawed asset arrangement) conferring a priority of payment.</p> <p>B - Further Assurance</p> <p>The Chargor shall, at any time if and when reasonably required by the Bank, execute in favour of the Bank (or as the bank shall direct) such further legal or other assignments, mortgages, securities or charges as the Bank shall reasonably require of, and on, the Charged Assets in order to secure the payment and discharge of the Secured Sums in so far as the Chargor is lawfully entitled to do so and subject to any third party consents which are required to be obtained (which the Chargor shall use its best endeavours to obtain) The assignments, mortgages, securities or charges shall be prepared by, or on behalf of, the Bank at the cost of the Bank (including the Chargor's reasonable legal costs incurred in relation thereto) and shall contain all such provisions as the Bank may require. Such further securities shall not impose on the Chargor any obligations more onerous than those set out in the Charge nor, in the good faith reasonable opinion of the Chargor, result in any liability to the Chargor over and above the amount of the Deposit itself.</p> | |

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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

None

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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



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 TS/16807.22

Company name Goodman Derrick LLP

Address 90 Fetter Lane

Post town London

County/Region

Postcode E C 4 A 1 P T

Country United Kingdom

DX DX 122 Chancery DXExch

Telephone Tel. 0207 404 0606



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. 3952900
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE OVER CASH DEPOSIT
AND ACCOUNT DATED 28 APRIL 2011 AND CREATED BY
COMPANY PRODUCTIONS (DOUGLAS) LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY IN ITS CAPACITY AS LESSEE AND ALL MONIES
DUE OR TO BECOME DUE FROM THE PARTNER OR PARTNERS
FOR THE TIME BEING OF MOBILE FILM PARTNERS TO HSBC
PRIVATE BANK (UK) LIMITED ON ANY ACCOUNT
WHATSOEVER 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 19 MAY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 MAY 2011

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES