

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

FRIDAY



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22/03/2013

#227

COMPANIES HOUSE

For official use

1

Company details

Company number ☒ 0 3 9 8 6 7 6 2

Company name in full ☒ DRAMATICO ENTERTAINMENT LIMITED (the "Chargor")

3

Filing 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 ☒ d1 d8 m0 m3 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

☒ Debenture

4

Amount secured

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

Amount secured

All or any money and liabilities which shall from time to time (and
whether on or at any time after demand) be due, owing or incurred in
whatsoever manner to the Bank by the Chargor, whether actually or
contingently, solely or jointly and whether as principal or surety (or
guarantor or cautioner), including any money and liabilities of the
Chargor to a third party which have been assigned or novated to or
otherwise vested in the Bank and including interest, discounts,
commission and other lawful charges or expenses which the Bank
may in the course of its business charge or incur in respect of any of
those matters or for keeping the Chargor's account, and so that
interest shall be computed and compounded according to the Bank's
usual rates and practice (or otherwise agreed in writing) after as well
as before any demand made or judgment or decree obtained under
or in relation to the Debenture (the "**Secured Obligations**")

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 ☒ INVESTEC BANK PLC (the "Bank")

Address 2 Gresham Street, London

Postcode E C 2 V 7 Q P

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

3 1 Fixed Charge

The Chargor, with full title guarantee and as a continuing security for the payment and discharge of the Secured Obligations, hereby charges to the Bank

3 1 1 by way of first legal mortgage, any freehold or leasehold or other immovable property now vested in the Chargor (including without limitation the property(ies) specified in Schedule 1 (*Real Estate*)) together with all buildings, trade and other fixtures, fixed plant and machinery of the Chargor from time to time thereon and the proceeds of sale thereof,

3 1 2 by way of first fixed charge

3 1 2 1 all other freehold or leasehold and other immovable property at any time in the future belonging or charged to the Chargor together with all buildings, trade and other fixtures, fixed plant and machinery of the Chargor from time to time thereon and the proceeds of sale thereof,

3 1 2 2 the plant and machinery, computers, office and other equipment (if any) specified in Schedule 2 (*Plant, Machinery and Equipment*) and the benefit of all contracts and warranties relating to the same,

3 1 2 3 all plant and machinery, computers, office and other equipment (other than any property specified in Schedule 2 (*Plant, Machinery and Equipment*)) now or from time to time hereafter owned by the Chargor or in which the Chargor has an interest and the benefit of all contracts and warranties relating to the same,

3 1 2 4 all stocks, shares, notes, bonds and other securities of any kind whatsoever (including warrants and options to acquire or subscribe any of the same) whether marketable or otherwise and all other interests (including but not limited to loan capital) in any person, now or from time to time hereafter owned by the Chargor or in which the Chargor has an interest, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same 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 thereof,

SEE CONTINUATION PAGE

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

3 1 2 5 all book and other debts, revenues and claims, whether actual or contingent, whether arising under contracts or in any other manner whatsoever now or from time to time hereafter owned by the Chargor or in which the Chargor has an interest (whether originally owing to the Chargor or purchased or otherwise acquired by it) and all things or choses in action which may give rise to any debt, revenue or claim, together with the full benefit of any Encumbrances, Collateral Instruments and any other rights relating thereto (whether as creditor or beneficiary) including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights, but excluding any assets the subject of Clauses 3 1 2 6, 3 1 2 7 and 3 1 2 8 below,

3 1 2 6 the proceeds of collection of all Debts,

3 1 2 7 all amounts from time to time standing to the credit of all present and future accounts of the Chargor with any bank (including the Bank), financial institution or other person,

3 1 2 8 all Insurances and all moneys from time to time payable to the Chargor under or pursuant to the Insurances including without limitation the right to the refund of any premiums,

3 1 2 9 the goodwill of the Chargor and its uncalled capital for the time being,

3 1 2 10 the patents, trade marks, service marks and registered designs (if any) and application for any of the foregoing in each case as specified in Schedule 3 (*Intellectual Property Rights*),

3 1 2 11 all present and future patents, trade marks, service marks and registered designs including applications therefore (other than any property specified in Schedule 3 (*Intellectual Property Rights*)) now or from time to time hereafter owned by the Chargor or in which the Chargor may have an interest, and

3 1 2 12 all patents (including applications for and rights to apply for patents), trade marks and service marks (whether registered or not) and applications for the same, trade names, registered designs, design rights, semi-conductor topography rights, database rights, copyrights, computer programmes, know-how and trade secrets and all other intellectual or intangible property or rights and all licences, agreements and ancillary and connected rights relating to, intellectual and intangible property, in each case now or from time to time hereafter owned by the Chargor including any renewals, revivals or extensions thereof and wherever in the world subsisting, excluding the property specified in Clauses 3 1 2 10 and 3 1 2 11

3 2 Security Assignments

3 2 1 The Chargor, with full title guarantee and as a continuing security for the payment and discharge of the Secured Obligations, hereby assigns to the Bank

3 2 1 1 all the right, title and interest of the Chargor in and to any interest rate hedging agreements now or in the future entered into with any person, and

3 2 1 2 (insofar as they are capable of being assigned by way of security) all the right, title and interest of the Chargor in and to any agreement to which the Chargor is a party except to the extent that it is subject to any fixed charge created under any other provisions of this Debenture

3 2 2 To the extent that any such right, title and interest as referred to in Clause 3 2 1 above is not

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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

assignable or capable of assignment, the assignment of it purported to be effected by such clause shall operate as an assignment of any and all compensation, damages, income, profit or rent which the Chargor may derive from it or be awarded or entitled to in respect of it, in each case as a continuing security for the payment or discharge in full of the Secured Obligations

3 3 Floating Charge

The Chargor, with full title guarantee and as a continuing security for the payment and discharge of the Secured Obligations, hereby charges to the Bank by way of first floating charge the whole of the Chargor's undertaking and all its property and assets whatsoever and wheresoever present and future other than the property and assets from time to time effectively charged to the Bank by way of legal mortgage, fixed charge or security assignment by the Debenture, but including (without limitation and whether or not so effectively charged) any of its property and aspects situated in Scotland and/or governed by Scots law

"**Encumbrance**" means any mortgage, charge, standard security, right in security, security, pledge, lien, assignment, assignation, guarantee, indemnity, right of set-off, right to retention of title or other encumbrance, whether fixed or floating, over any present or future property, assets or undertaking

"**Collateral Instruments**" means notes, bills of exchange, certificates of deposit and other negotiable and non-negotiable instruments, guarantees, indemnities and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing an Encumbrance

"**Debts**" means the assets of the Chargor described in clause 3 1 2 5

"**Insurances**" means all present and future contracts or policies of insurance (including life assurance policies) taken out by the Chargor or in which the Chargor from time to time has an interest

PLEASE NOTE

1 The Chargor shall not without the prior written consent of the Bank

(i) **No Encumbrances**

create or attempt to create or permit to subsist in favour of any person other than the Bank any Encumbrance on or affecting the Security Assets or any part thereof,

(ii) **No disposals – fixed charge assets**

sell, transfer or otherwise dispose of or deal with any of the property or assets which are charged by way of legal mortgage or fixed charge under the Debenture or enter into any agreement or grant any option for any such sale, transfer or other disposal or dealing,

(iii) **No disposals – Floating Charge Assets**

sell, transfer or otherwise dispose of or deal with any of the Floating Charge Assets under this Debenture other than disposals for full market value in the ordinary course of business,

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Floating Charge Assets" means the assets of the Chargor from time to time charged by this Debenture by way of floating charge

"Disposal" includes any sale, lease, sub-lease, assignment or transfer, the grant of an option or similar right, the grant of any easement, right or privilege, the grant of a licence or permission to assign or sublet, the creation of a trust or other equitable interest or any other proprietary right in favour of a third party, a sharing or parting with possession or occupation whether by way of licence or otherwise and the granting of access to any other person over any intellectual property, and **"dispose"** and **"disposition"** shall be construed accordingly

2 Power of Attorney

The Chargor by way of security hereby irrevocably appoints each of the Bank, any person appointed by the Bank and any Receiver severally to be its attorney in its name and on its behalf

(i) to execute and complete any documents or instruments and to do all acts and things which the Bank or such Receiver may require for perfecting the title of the Bank to the Security Assets or for vesting the same in the Bank, its nominees or any purchaser,

(ii) to sign, execute, seal and deliver and otherwise perfect any further security document referred to in Clause 19 (*Further Assurance*) of the Debenture, and

(iii) otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Bank or a Receiver under the Debenture or which may be deemed expedient by the Bank or a Receiver in connection with any disposition, realisation or getting in by the Bank or such Receiver of the Security Assets or any part thereof or in connection with any other exercise of any power under the Debenture

3 Continuing Security

The Debenture and the obligations of the Chargor under the Debenture shall

(i) secure the ultimate balance from time to time owing to the Bank in respect of the Secured Obligations and shall be a continuing security notwithstanding any intermediate payment, partial settlement or other matter whatsoever,

(ii) be in addition to, and not prejudice or affect, any present or future Collateral Instrument, Encumbrance, right or remedy held by or available to the Bank,

(iii) not merge with or be in any way prejudiced or affected by the existence of any such Collateral Instruments, Encumbrances, rights or remedies or by the same being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Bank dealing with, exchanging, releasing, varying or failing to perfect or enforce any of the same, or giving time for payment or indulgence or compounding with any other person liable, and

(iv) not in any way be prejudiced or affected by any amendment or supplement to, or novation of, any

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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

of the Facility Documents

4 General Indemnity

The Chargor hereby undertakes to indemnify and keep indemnified the Bank, any Receiver and any attorney, agent or other person appointed by the Bank under this Debenture and the Bank's and any Receiver's officers and employees (each an "**Indemnified Party**") in respect of all costs, losses, actions, claims, expenses, demands or liabilities whether in contract, tort or otherwise and whether arising at common law, in equity or by statute which may be incurred by, or made against, any of the Indemnified Parties (or by or against any manager, agent, officer or employee for whose liability, act or omission any of them may be answerable) at any time relating to or arising directly or indirectly out of or as a consequence of

(i) anything done or omitted in the exercise or purported exercise of the powers contained in this Debenture, or

(ii) any breach by the Chargor of any of its obligations under this Debenture, or

(iii) an Environmental Claim made or asserted against an Indemnified Party which would not have arisen if this Debenture had not been executed and which was not caused by the gross negligence or wilful default of the relevant Indemnified Party

"**Facility Documents**" means

(a) the Facility Letter, and/or

(b) any other letter, document, agreement or security (including this Debenture) comprising or constituting the Secured Obligations from time to time

"**Environmental Claim**" means any claim, proceeding, formal notice or investigation by any person in respect of any Environmental Law

"**Receiver**" has the meaning given to that term in Clause 9 (*Receivers*) of the Debenture

"**Security Assets**" means all assets, property and rights of the Chargor described in Clauses 3 1 (*Fixed Charges*), 3 2 (*Security Assignments*) and 3 3 (*Floating Charge*) of the Debenture

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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

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 *Paramis 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 Sarah Lake

Company name Pitmans LLP

Address 1 Crown Court

66 Cheapside

Post town London

County/Region

Postcode E C 2 V 6 L R

Country

DX DX 133108 Cheapside 2

Telephone 0207 634 4620



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. 3986762
CHARGE NO. 3**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 18 MARCH
2013 AND CREATED BY DRAMATICO ENTERTAINMENT
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO INVESTEC BANK PLC 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 22 MARCH 2013**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 MARCH 2013

DX



Companies House



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