

MG01

Particulars of a mortgage or charge

35019/13

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**
You cannot use this form to register
particulars of a charge for a
company. To do this, please use
form MG01s

FRIDAY



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02/09/2011

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COMPANIES HOUSE

1	Company details	<input type="checkbox"/> For official use																
Company number	0 4 1 6 2 0 1 9	→ 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	Chapman Entertainment Limited (the "Company")																	
2	Date of creation of charge																	
Date of creation	<table border="1"><tr><td>d</td><td>d</td><td>m</td><td>m</td><td>y</td><td>y</td><td>y</td><td>y</td></tr><tr><td>1</td><td>5</td><td>0</td><td>8</td><td>2</td><td>0</td><td>1</td><td>1</td></tr></table>	d	d	m	m	y	y	y	y	1	5	0	8	2	0	1	1	
d	d	m	m	y	y	y	y											
1	5	0	8	2	0	1	1											
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	Guarantee and Fixed and Floating Charge between (1) the Company (2) Woodside Corporate Services Limited as agent and trustee of the stockholders of the £1,000,000 of secured convertible loan stock issued by Chapman Entertainment (Pavilion) Limited (the "Security Trustee") and (3) Edge Performance VCT plc ("Edge") dated 15 August 2011 (the "Charge")																	
4	Amount secured																	
	Please give us details of the amount secured by the mortgage or charge	Continuation page Please use a continuation page if you need to enter more details																
Amount secured	Please see the attached Continuation Sheet																	

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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

Continuation page

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

Name Woodside Corporate Services Limited (in its capacity as security trustee)

Address 4th Floor, 150-152 Fenchurch Street

London

Postcode E C 3 M 6 B B

Name Edge Performance VCT plc

Address 1 Marylebone High Street

London

Postcode W 1 U 4 L Z

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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) a fixed charge over the Programme Intellectual Property (as defined below) which shall include all after-acquired property of a like nature and description and proceeds of sale thereof, and
- 2) a floating charge over the Programme Intellectual Property of the Company, present and future

"Programme Intellectual Property" means the Charged Property to the extent that it relates directly, or indirectly, to the television programmes entitled "Little Charley Bear", "Raa Raa", "Fifi and the Flowertots" and "Roary the Racing Car", including, without limitation, the copyright and all distribution and exploitation rights in and to such television programmes and any and all literary, musical, dramatic or other copyright works upon which any of such television programmes is based or which are incorporated into any such television programmes,

"Charged Property" means the Intellectual Property Rights, any goodwill of the Company's business to which the Intellectual Property Rights relate and to any other right which may arise from, relate to, or be associated with, the Intellectual Property Rights, or their use in the Company's business to the extent that the Company is in fact able to charge such rights under law and/or under contract,

"Intellectual Property Rights" means all intellectual property rights, both present and future, including all patents, trademarks, service marks, designs (whether or not registered), business names, domain names, utility models, design rights, copyrights (including for the avoidance of doubt, all copyright in recordings (including remixes, edits and all versions of them), musical and lyrical compositions (including arrangements, adaptations and translations of them) and in magazines, periodicals, catalogues, brochures, libraries of photographs, promotional and advertising materials and records, blocks, plates, film separations, transparencies, articles, features, feature headings, logs and devices, drawings, sketches and cartoons), rights in computer software, applications for any of the above (including the right to make such applications), and all licences and agreements for any of the above, and all rights of use and exploitation of the above property rights, in any part of the world and all confidential information, technical information and know-how owned by the Company, or, where licensed to the Company for use in or for the purposes of the Company's business, all rights so granted together with fees, royalties, other payments and rights to receive such royalties and payments and other rights of every kind deriving from the above property rights now or at any time in the future belonging to the Company. For the avoidance of doubt, the Intellectual Property Rights shall include, without limitation, all rights in and to the children's entertainment properties known as "Fifi and the Flowertots", "Roary the Racing Car", "Little Charley Bear" and "Raa Raa the Noisy Lion"

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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

Nil

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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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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	JOHN EGAN									
Company name	LAYTONS									
	(REF JCC/JRE/25925 2)									
Address	CARMELITE									
	50 VICTORIA EMBANKMENT									
Post town	LONDON									
Country/Region										
Postcode	E	C	4	Y			0	L	S	
Country	UK									
DX	253		CHANCERY LANE							
Telephone	020 7842 8000									



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 Linnenhall, 32-38 Linnenhall 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

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Amount secured

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

Amount secured

The obligations of the Company from time to time under the Charge guaranteeing the obligations of Chapman Entertainment (Pavilion) Limited under

(i) the loan agreement dated 15 August 2011 in respect of the loan of £455,888 15 from Edge to Chapman Entertainment (Pavilion) Limited,

(ii) the convertible loan note instrument relating to Chapman Entertainment (Pavilion) Limited constituting £1,000,000 5% fixed rate secured loan notes dated on or about 15 August 2011, and

(iii) the convertible loan note instrument relating to Chapman Entertainment (Pavilion) Limited constituting £320,000 5% fixed rate secured loan notes dated on or about 15 August 2011



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4162019
CHARGE NO. 7**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A GUARANTEE AND FIXED &
FLOATING CHARGE DATED 15 AUGUST 2011 AND CREATED
BY CHAPMAN ENTERTAINMENT LIMITED FOR SECURING ALL
SUMS DUE OR TO BECOME DUE 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 2 SEPTEMBER
2011**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 SEPTEMBER
2011**



Companies House
— for the record —



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