

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 re-
gister particulars of a charge for a S
company. To do this, please use
form MG01s

SATURDAY



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09/03/2013

#107

COMPANIES HOUSE

2

Filing in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

1 Company details

Company number 0 5 4 1 3 1 0 5

Company name in full Four Door Lemon Limited (the "DEVco")

2 Date of creation of charge

Date of creation 1 9 0 2 2 0 1 3

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 Fixed Charge (the "Fixed Charge")

4 Amount secured

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

Amount secured All present and future monies, obligations and liabilities owed
by DEVco to Gco, whether actual or contingent and whether
owed jointly or severally, as principal or surety or in any other
capacity, under or in connection with the Development and
Sales Agreement, the Guarantee or the Fixed Charge (including,
without limitation, those arising under clause 22.4(b) of the
Fixed Charge), together with all interest (including, without
limitation, default interest) accruing in respect of those monies
or liabilities (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 | Vision Games I Limited (the "Gco") |
| Address | Old Bank Chambers, La Grand Rue, St Martins |
| | Guernsey |
| Postcode | G Y 4 6 R T |
| 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 Fixed Charge.

3.1 Fixed charge

As a continuing security for the payment and discharge of the Secured Liabilities, DEVco with full title guarantee charges to Gco by way of first fixed charge the Charged Property

6.1 Negative pledge and disposal restrictions

DEVco shall not at any time, except with the prior written consent of Gco

(a) create, purport to create or permit to subsist any Security Interest on, or in relation to, any Secured Asset other than any Security Interest created by this Fixed Charge;

(b) sell, licence, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Charged Property (except, in the ordinary course of business, Charged Property that is only subject to an uncrystallised floating charge); or

(c) create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party.

6.2 Preservation of Charged Property

DEVco shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by Gco, or materially diminish the value of any of the Charged Property or the effectiveness of the security created by the Fixed Charge.

18. Further assurance

18.1 DEVco shall, at its own expense, take whatever action Gco or any Receiver may reasonably require for:

(a) creating, perfecting or protecting the security intended to be created by the Fixed Charge;

(b) facilitating the realisation of any Secured Asset, or

(c) facilitating the exercise of any right, power, authority or discretion exercisable by Gco or any Receiver in respect of any Secured Asset,

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Particulars of a mortgage or charge



6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

18.2 including, without limitation (if Gco or Receiver thinks it expedient) the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Charged Property (whether to Gco or to its nominee) and the giving of any notice, order or direction and the making of any registration.

In this form MG01:

"4DL IPRs" means all of the IPRs in the 4DL Materials,

"4DL Materials" means DEVco's software, tools, technology and assets created by DEVco prior to the date of this Agreement that are not bespoke or specific to any product and of general applicability to the development of video games and modifications, adaptations and updates thereto of general applicability, details of which are set out in the Products Schedule,

"Add-On Product" means a product that is designed to form part of, or work with a Product, a Port or a Sequel and that either: (i) is intended to add additional content, functionality or features to a Product, a Port or a Sequel; or (ii) that comprises or includes a substantial amount of the Product Materials;

"Book Debts" means all present and future book and other debts, and monetary claims due or owing to DEVco in respect of the Products, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by DEVco in relation to any of them,

"Charged Property" means the 4DL IPRs, the Designated Accounts, the Relevant Agreements and the Book Debts,

"Code" means the object code of the Products and all data and script files used by this code, but excluding the Content and the Source Code,

"Content" means all materials created for the Products (even if not included in the final build of the Products) that, when placed in their final form, may be perceived or experienced by the person using the Products, including, but not limited to, the name of the Products, concept art, artwork, design files, sounds, graphic files, music files, user interface, logos and trademarks, characters, character names, dialog, storyline, plot, and the world/universe in which the Products are set Content also includes any documentation created for the Products, such as the Test Records;

"Debenture" means the debenture dated on or about the date of the Fixed Charge between UKco and Gco;

"Derivative Products" means all Ports, Sequels and Add-On Products;

"Designated Account" means any account of DEVco nominated by Gco as a designated account for the purposes of the Fixed Charge;

"Developer" means 4DL and UKco collectively;

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Development and Sales Agreement" means the development and sales agreement dated on or about the date of the Fixed Charge between DEVco, UKco and Gco for the provision of the funding as secured by the Fixed Charge,

"Game" means the game entitled "Ways To Die" as defined in schedule 2 of the Development and Sales Agreement,

"Guarantee" means the deed of guarantee dated on or about the date of the Fixed Charge between DEVco and Gco,

"IPRs" means any and all rights in and/or to patents (including supplementary protection certificates), rights in inventions, copyrights and neighbouring rights, trade marks, service marks, domain name registrations, utility model rights, registered designs, design rights, rights in databases, topography rights, rights in trade secrets, know-how, trade or business names or get up or trade dress and all other intellectual property rights in any part of the world in each case whether or not registerable or registered, for the full duration of their term, and all applications and rights to apply for registration or protection of any of these rights;

"Platforms" means the hardware platforms and/or operating systems for which the Products will be developed as set out in the Products Schedule of the Development and Sales Agreement;

"Ports" means a version of the Game that is designed for operation on hardware platforms and/or operating systems other than the Platforms.

"Products" means the versions of the Game for use on the Platforms, as more fully described in the Technical Design Document and any Derivative Products that are developed pursuant to the exercise of Gco's rights under clause 11 or otherwise pursuant to the Development and Sales Agreement

"Products Schedule" means Schedule 2 of the Development and Sales Agreement;

"Project Materials" means all materials relating to the Products created or acquired by the Developer before or after the date of this Agreement, including the Deliverables, all Code, all Source Code and all Content,

"Receiver" means a receiver, receiver and manager or administrative receiver of any or all of the Charged Property appointed by Gco under clause 13 of the Fixed Charge;

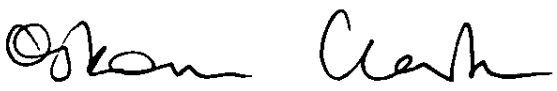
"Relevant Agreement" means each agreement specified in the Schedule to the Fixed Charge;

"Secured Asset" means all the assets, property and undertaking for the time being subject to the Security unless created by, or pursuant to, the Fixed Charge;

"Security Interest" means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect;

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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 <ul style="list-style-type: none">- 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 <div style="text-align: center;">X  X</div> 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

APA 0988282

Company name

Osborne Clarke

Address

One London Wall

Post town
London

County/Region

Postcode

E C 2 Y 5 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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5413105
CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FIXED CHARGE DATED 19
FEBRUARY 2013 AND CREATED BY FOUR DOOR LEMON
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO VISION GAMES 1 LIMITED (THE
GCO) 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 9
MARCH 2013**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 MARCH 2013



Companies House



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