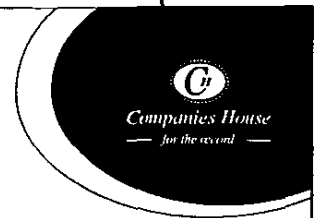


MG01

Particulars of a mortgage or charge



221506/13

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

For further information, please
refer to our guidance



FRIDAY

1 Company details

Company number 0 6 6 8 8 3 6 5

Company name in full KM FILMS LIMITED

2 Date of creation of charge

Date of creation 0 3 0 8 2 0 1 0

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

Deed of Security Assignment and Charge (the 'Charge') between KM Films Limited (the 'Chargor')
and Coutts & Company (the 'Chargee')

4 Amount secured

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

Amount secured

All obligations of the Chargor under this Charge including without
limitation those obligations of the Chargor covenanted to be
discharged by the Chargor in Clause (a) below (Clause 2.1 of the
Charge) (the 'Secured Obligations')

(a) The Chargor as primary obligor and not merely as surety, hereby
covenants with and undertakes to the Chargee that it will pay or
discharge each of the Secured Obligations when due in the manner
provided for in the Relevant Agreements

All capitalised terms not defined herein shall have the meaning given
to them in the continuation pages to this form MG01

Continued on Section 4 continuation page 1

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

MG01

Particulars of a mortgage or charge

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	
Name	Coutts & Company	
Address	440 Strand	
	London	
Postcode	W C 2 R 0 Q S	
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	<p>1 FIXED CHARGES The Chargor charges by way of first fixed charge the following (excluding the Excluded Property)</p> <ul style="list-style-type: none"> (a) its Debts including, without limitation, their proceeds, (b) its Bank Accounts, (c) the Project Rights, (d) the Project Materials (e) the Securities, and (f) the following – (i) its goodwill, (ii) the benefit of any authorisation (statutory or otherwise) held in connection with its business or its use of any Security Asset, (iii) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (ii) above, and (iv) its Insurances <p>2 ASSIGNMENTS The Chargor assigns and agrees to assign absolutely with full title guarantee to the Chargee as security for the payment and discharge of the Secured Obligations all the Chargor's right, title and interest from time to time in and to each of the assets, property and rights referred to in Clause 1 above (Clause 3 2 of the Charge) including for the avoidance of doubt all rights and claims in respect of the Bank Accounts, the Securities and the Project Rights but excluding the Excluded Property</p> <p>3 FLOATING CHARGE The Chargor charges by way of a first floating charge all its assets not at any time otherwise effectively assigned or mortgaged or charged by way of fixed charge under this Charge (excluding the Excluded Property)</p> <p>Continued on Section 6 Continuation page 1</p>
	Continuation page Please use a continuation page if you need to enter more details

MG01

Particulars of a mortgage or charge

7	Particulars as to commission, allowance or discount (if any)	
Commission allowance or discount	<p>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</p> <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, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p>	
8	Delivery of instrument	
	<p>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).</p> <p>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).</p>	
9	Signature	
	Please sign the form here	
Signature	<p>Signature</p> <p>X <i>Nail Gittel</i> X</p>	
	This form must be signed by a person with an interest in the registration of the charge	

MG01

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 **Neil Gillard**

Company name **Reed Smith LLP**

Address **The Broadgate Tower**

20 Primrose Street

Post town **London**

County/Region

Postcode **E C 2 A 2 R S**

Country **United Kingdom**

DX **DX1066 City / DX18 London**

Telephone **+44 (0)20 3116 3000**



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

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Section 4 Continuation Page 1</p> <p>'Relevant Agreements' means (a) the Facility Letter, (b) this Charge, (c) the Hat Trick Securities, and (d) any other agreement, deed, notice or certificate entered into or given by any of the Relevant Parties (save for the Chargee) from time to time creating, evidencing or entered into as security for, or for supporting either of, or entered into in accordance with any of, the documents referred to in (a), (b) and (c) above or which the Chargee and the Chargor may from time to time agree constitutes a Relevant Agreement,</p> <p>'Facility Letter' means the facility letter dated on or about the date of this Charge entered into by inter alios the Chargee and Chargor as amended from time to time,</p> <p>'Hat Trick Securities' means the securities granted to the Chargee by the Hat Trick Companies pursuant to the Facility Letter and the guarantee granted to the Chargee by the Hat Trick Companies and the Chargor pursuant to the Facility Letter,</p> <p>'Hat Trick Companies' means the parties other than the Chargor and the Chargee to the Facility Letter;</p> <p>'Relevant Parties' shall mean the Chargee, the Chargor and all parties to the Relevant Agreements</p>	

MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

6	Short particulars of all the property charged	
	Please give the short particulars of the property charged	
Short particulars	<p>Section 6 Continuation page 1</p> <p>4 NEGATIVE PLEDGE</p> <p>The Chargor undertakes that it shall not, without the prior written consent of the Chargee, create, agree to create or allow to subsist any Prohibited Security Interest on or over the Collateral or any part of it other than the Permitted Encumbrances</p> <p>'Excluded Property' means any Projects, Project Rights, Project Materials, Securities, Insurances, Debts (including their proceeds) and bank accounts in respect of Future Projects and other future assets and property of the Chargor created after the date of this Charge,</p> <p>'Project' means any entertainment content created, devised, owned, acquired, licensed or otherwise controlled by the Chargor including television programmes, feature films, magazines, recorded music, books, online content and video games and event-based entertainment projects including music festivals tours, theatre productions, exhibitions, live events and sporting occasions and all advertising and marketing therefor undertaken by the Chargor and specifically including the Existing Television Projects solely to the extent these are owned by the Chargor,</p> <p>'Existing Television Project' means the television projects listed in Schedule 1 of the Charge,</p> <p>'Project Rights' means in respect of each Project from time to time created, owned, acquired, licensed or otherwise controlled by the Chargor,</p> <p>(a) all rights of every kind and nature in and to any and all music and musical compositions created for, or from time to time used in, the Projects, including all rights to perform, copy, record, rerecord, produce, publish, reproduce or synchronise all of such music or musical compositions and all record, soundtrack recording and music publishing rights,</p> <p>(b) all rights including all copyrights, rights in copyrights, interests in copyrights and renewals and extensions of copyrights, domestic and foreign, common law and statutory, heretofore or hereafter obtained in the Projects and the literary property upon which the Projects are based or any part thereof, and the right (but not the obligation) to make publication thereof for copyright purposes, to register claims under copyright, and the right (but not the obligation) to renew and extend such copyrights, and the right (but not the obligation), to sue in the name of Chargor and/or in the name of Chargee for past, present and future infringements of copyright,</p> <p>(c) the Exploitation Rights,</p> <p>(d) (to the extent not included in the Exploitation Rights) all collateral, allied, ancillary, subsidiary, publishing and merchandising rights of every kind and nature derived from or related to the Projects and the literary property upon which the Projects are based or any part thereof, including all production, exploitation, reissue, remake, sequel, serial and series production rights by use of film, tape or any other recording devices now known or hereafter devised, all rights to use, exploit and license others to use or exploit any and all novelisation, publishing, commercial tie-ups and merchandising rights of every kind and nature, all rights of every kind and nature related to the title or titles of the Projects, the characters appearing in the Projects or the literary property upon which the Projects are based and/or the names or characteristics of such characters,</p> <p>Continued on Section 6 continuation page 2</p>	

MG01 - continuation page

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	<p>Section 6 Continuation page 2</p> <p>(e) the title of the Projects and all of the Chargor's rights to the exclusive use thereof including rights protected pursuant to registered or unregistered trade mark, service mark, unfair competition, passing off and/or other laws, rules or principles of law or equity,</p> <p>(f) all inventions, processes, formulae, licences, patents, patent rights, trade marks, trade mark rights, service marks, service mark rights, trade names, trade name rights, logos, indicia, corporate and company names, business source or business identifiers and renewals and extensions thereof, domestic and foreign, whether now owned or hereafter acquired, and the accompanying good will and other like business property rights relating to the Projects, and the right (but not the obligation) to register claims under trade mark or patent and to renew and extend such trade marks or patents and the right (but not the obligation) to sue in the name of the Chargor or in the name of the Chargee for past, present or future infringement of trade mark or patent including without limitation the Intellectual Property Rights,</p> <p>(g) the benefit of those of the Relevant Agreements to which the Chargor is a party and any other contracts entered into or made by or assigned to the Chargor relating (whether directly or indirectly) to the Projects, including all rights granted and all amounts payable thereunder and the benefit of all undertakings, covenants, representations and warranties made therein,</p> <p>(h) all of Chargor's right, title and interest in and to any and all sums paid or payable to Chargor now due or which hereinafter may become due to Chargor by any state, federal, provincial, or other governmental body or authority directly or indirectly as a tax credit, tax refund, tax subsidy, production credit or similar government benefit, or by any tax shelter, any co-production structure, or any similar transaction, and any and all allied, ancillary and subsidiary rights therein,</p> <p>(i) all right to receive payment under, or in connection with, all contracts and policies of insurance or indemnity relating to any of the Projects taken out by or on behalf of the Chargor or (to the extent of its interest) in which the Chargor has an interest, all claims of whatsoever nature relating thereto and all returns of premiums in respect of such contracts or policies,</p> <p>(j) all other accounts receivable, contract rights, general intangibles, intellectual property, investment property, letter of credit rights and supporting obligations, which are related to or used in connection with the Projects,</p> <p>(k) all rights in and to any accounts relating to the Projects, including any production account and the account into which the proceeds of any tax credit relating to the Projects shall be paid,</p> <p>(l) the proceeds of any tax credits relating to the Projects, and</p> <p>(m) the products and proceeds of any or all of the foregoing,</p> <p>'Project Materials' means the following in respect of each Project from time to time owned, acquired, licensed or otherwise controlled by the Chargor</p> <p>(a) all physical properties of every kind or nature of or relating to the Projects and all versions thereof, including all physical properties relating to the completion and exploitation of the Projects, and all versions thereof or any part thereof,</p> <p>Continued on Section 6 Continuation page 3</p>

MG01 - continuation page
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="349 421 1015 448">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="343 481 679 508">Section 6 Continuation page 3</p> <p data-bbox="343 546 1449 701">(b) all machinery, electrical and electronic components, equipment, fixtures, furniture, office machinery, vehicles, trailers, implements and other tangible personal property of every kind and description used or useful in connection with the Projects and all goods of like kind or type hereafter acquired by Chargor in substitution or replacement thereof, and all additions and accessions thereto, wherever any of the foregoing is located,</p> <p data-bbox="343 705 1449 797">(c) any and all documents, receipts or books and records, including, without limitation, documents or receipts of any kind or nature issued by any pledgeholder, warehouseman or bailee with respect to the Projects and any element thereof and the equipment containing such books and records,</p> <p data-bbox="343 835 1398 893">'Securities' means debentures, bonds and other securities owned by the Chargor or held by any trustee, nominee, depositary, custodian or clearing house, system or agent on its behalf,</p> <p data-bbox="343 931 1433 990">'Insurances' mean all contracts and policies of insurance in which the Chargor is the insured or has an interest,</p> <p data-bbox="343 1028 1420 1182">'Debts' mean all book debts, other debts, royalties, fees and other amounts due and unpaid to the Chargor from any other person including, without limitation, amounts due and unpaid in respect of Exploitation Rights, under letters of credit in its favour and under bills of exchange, negotiable and bearer instruments held by it (whether present, future or contingent and whether acquired from a third party) together with all collateral, security, guarantees or other rights connected with them,</p> <p data-bbox="343 1220 1420 1279">'Future Projects' means Projects created, acquired or licensed to the Chargor after the date of this Charge,</p> <p data-bbox="343 1317 1436 1563">'Exploitation Rights' means the following throughout the world for the full period of copyright and thereafter (so far as is possible) in perpetuity (a) all rights of copyright in and to any Projects, (b) all rights to distribute, lease, license, sell or otherwise exploit or deal with the Projects in all media (whether now known or hereafter invented or devised and by any and all means including all rights to communicate the Projects to the public, (c) all ancillary rights relating to the Projects, and (d) all such other rights in and to the Projects or any material on which Projects are based or which is incorporated in the Projects and as are needed for the full exploitation of the rights described in (b) and (c) above,</p> <p data-bbox="343 1601 829 1628">Continued on Section 6 Continuation page 4</p>

MG01 - continuation page

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	<p>Section 6 Continuation Page 4</p> <p>'Intellectual Property Rights' means</p> <p>(a) any know-how, patent, trade mark, service mark, design, brand name, business name or similar right,</p> <p>(b) any copyright or other intellectual property monopoly right,</p> <p>(c) any interest (including by way of licence) in any of the above, and</p> <p>(d) any application for any of the above,</p> <p>in each case whether registered or not,</p> <p>'Bank Accounts' means all bank accounts of the Chargor from time to time,</p> <p>'Security Assets' means all assets of the Chargor which are the subject of the Security,</p> <p>'Security' means all security created by this Charge,</p> <p>'Permitted Encumbrance' means any other security interest granted by the Chargor in relation to the Excluded Property or any other security interest granted by the Chargor with the prior written consent of the Chargee,</p> <p>'Prohibited Security Interest' means any assignment, charge, mortgage, pledge, right of set off or trust arrangement or other arrangement having the economic effect of creating a security interest of trade in respect of the Collateral,</p> <p>'the Collateral' means the entire property, assets, rights, goodwill and undertaking of the Chargor charged to the Chargee pursuant to this Charge (excluding the Excluded Property)</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6688365
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF SECURITY ASSIGNMENT
AND CHARGE DATED 3 AUGUST 2010 AND CREATED BY KM
FILMS LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO COUTTS & COMPANY
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 20 AUGUST
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 AUGUST 2010



Companies House
— for the record —

DX



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES