

MG01

Particulars of a mortgage or charge

100169/13



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
company. To do this, please use
form MG01s

THURSDAY



A16 *AA05XXK3* 15/09/2011 177
COMPANIES HOUSE

1 Company details		For official use → Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company number	0 7 5 0 3 2 0 3	
Company name in full	YALLI PRODUCTIONS LIMITED (the "Borrower")	
2 Date of creation of charge		
Date of creation	d 0 5 m 0 9 y 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	A debenture (the "Debenture") dated 5 September 2011 between the Borrower and Shed Media Group Limited (the "Lender")	
4 Amount secured		
Please give us details of the amount secured by the mortgage or charge		
Amount secured	The Borrower has covenanted with the Lender to pay on demand or discharge the Secured Liabilities in accordance with the terms of the Finance Documents Unless defined above, terms defined in this form shall have the meaning given to them in the continuation sheets attached hereto	
		Continuation page Please use a continuation page if you need to enter more details.

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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 SHED MEDIA GROUP LIMITED

Address 98 Theobald's Road

London

Postcode W C 1 X 8 W B

Name

Address

Postcode

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

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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 CREATION OF SECURITY

1 1 Pursuant to clause 3 of the Debenture the security created under the Debenture

1 1 1 is created in favour of the Lender,

1 1 2 is created over present and future assets of the Borrower,

1 1 3 is security for the payment and satisfaction of all the Secured Liabilities,

1 1 4 is created by the Borrower to the extent of its interest whether joint or several, legal or beneficial, and

1 1 5 is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

2 FIXED SECURITY PURSUANT TO CLAUSE 4 OF THE DEBENTURE

2 1 Land

2 1 1 The Borrower charged by way of first fixed charge, all estates or interest in any freehold or leasehold property which is has now or may be subsequently owned by it

2 1 2 A reference in the Debenture to a mortgage or charge of any freehold or leasehold property includes

2 1 2 1 all buildings, fixtures, fittings and fixed plant and machinery on that property, and

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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>2 1 2 2 the benefit of any covenants for title given or entered into by any predecessor in title of the Borrower in respect of that property or any monies paid or payable in respect of those covenants</p> <p>2 2 Equipment</p> <p>The Borrower charged by way of first fixed charge all present and future plant, machinery, vehicles, computers and office and other equipment and all other moveable assets of any kind and in any place and the benefit of all contracts and warranties relating to the same owned by the Borrower</p> <p>2 3 Goodwill and uncalled capital</p> <p>The Borrower charged by way of first fixed charge its goodwill and all its uncalled capital</p> <p>2 4 Authorisations</p> <p>The Borrower charged by way of first fixed charge</p> <p>2 4 1 the benefit of all present and future Authorisations (statutory or otherwise) held in connection with its use of any Security Asset, and</p> <p>2 4 2 the right to recover and receive compensation which may be payable to it in respect of any Authorisation</p> <p>3 FLOATING CHARGE PURSUANT TO CLAUSE 5 OF THE DEBENTURE</p> <p>3 1 Creation of floating charge</p> <p>3 1 1 The Borrower charged by way of first floating charge its undertaking and all its property, assets and rights whatsoever and wheresoever, both present and future but excluding any property or assets otherwise effectively mortgaged or charged by way of mortgage or fixed charge respectively to the Lender under the Debenture</p> <p>3 1 2 Paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 5 of the Debenture which floating charge is accordingly a qualifying floating charge for such purposes</p> <p>4 RESTRICTIONS ON DEALINGS UNDER CLAUSE 7 OF THE DEBENTURE</p> <p>4 1 Security</p> <p>The Borrower will not without the prior written consent of the Lender create or attempt to create or permit to subsist in favour of any person, other than the Lender, any security on any Security Asset (except for the security created by the Debenture)</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="343 376 1027 407">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="343 443 501 474">4 2 Disposals</p> <p data-bbox="343 510 1442 707">The Borrower will not without the prior written consent of the Lender sell, transfer, assign, licence, lease or otherwise dispose of or agree to sell, transfer, assign, licence, lease or otherwise dispose of any Security Asset or any part of an interest in any Security Asset or attempt or agree so to do, except for the disposal in the ordinary course of trade of any Security Asset subject only to an uncrystallised floating charge created under the Debenture and not expressed in the Debenture to be subject to the fixed charge under clauses 4 1 (Land) to 4 4 (Authorisations) of the Debenture</p> <p data-bbox="343 743 1177 775">5 FURTHER ASSURANCES UNDER CLAUSE 15 OF THE DEBENTURE</p> <p data-bbox="343 810 1394 873">5 1 The Borrower will, at its own expense, take whatever action the Lender or a Receiver may require</p> <p data-bbox="343 909 1273 940">5 1 1 for creating, perfecting or protecting the security created by the Debenture, or</p> <p data-bbox="343 976 1410 1075">5 1 2 for facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable by the Lender or any Receiver or any of its delegates or sub-delegates in respect of any Security Asset, or</p> <p data-bbox="343 1111 1449 1209">5 1 3 to confer on the Lender security over any asset or undertaking of the Borrower located in any jurisdiction outside England and Wales and equivalent or similar to the security intended to be conferred by or pursuant to the Debenture</p> <p data-bbox="343 1245 746 1276">5 2 This includes (without limitation)</p> <p data-bbox="343 1312 1452 1375">5 2 1 the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Lender or to its nominee, or</p> <p data-bbox="343 1411 1267 1473">5 2 2 the giving of any notice, order or direction and the making of any registration, which, in any such case, the Lender may think expedient</p> <p data-bbox="343 1509 823 1541">6 DEFINITIONS AND INTERPRETATION</p> <p data-bbox="343 1576 1404 1675">"Authorisation" means an authorisation, permission, consent, approval, resolution, licence, exemption, filing, notansation or registration held in connection with the Borrower's business or assets</p> <p data-bbox="343 1711 1442 1774">"Finance Document" means the Working Capital Facility Letter, the Debenture and any document creating or evidencing security in respect of the Secured Liabilities or any of them</p> <p data-bbox="343 1809 1452 1908">"Receiver" means an administrative receiver, receiver and manager or a receiver, in each case appointed under the Debenture or any other Finance Document, including any appointee appointed under a joint or several appointment,</p> <p data-bbox="343 1944 1458 2007">"Security Assets" means all the assets of the Borrower which are the subject of any security created or constituted by the Debenture</p>

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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

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Borrower which are, or are expressed to be, or may become, due, owing or payable to the Lender under a Finance Document, except for any obligation or liability which, if it were so included, would cause that obligation or liability or any of the security in respect thereof, to be unlawful or prohibited by any applicable law, together with all costs, charges and expenses incurred by the Lender in connection with the protection, preservation or enforcement of its rights under the Finance Documents or any of them

"Working Capital Facility Letter" means the facility letter dated 5 September 2011 between the Lender and the Borrower

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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

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

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 **Jamie McIntyre-Brown**

Company name **Warner Bros International Television**

Limited

Address **98 Theobald's Road**

Post town **London**

County/Region

Postcode **W C 1 X 8 W B**

Country

DX

Telephone



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. 7503203
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 5
SEPTEMBER 2011 AND CREATED BY YALLI PRODUCTIONS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO SHED MEDIA GROUP 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 15 SEPTEMBER
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 SEPTEMBER
2011

Jo



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES