061302 - 23

In accordance with Sections 859A and 859J of the Companies Act 2006.

MR01

Particulars of a charge

laserform

Go online to file this information
www.gov.uk/companieshouse

A fee is be payable with this form
Please see 'How to pay' on the last page.

✓ **What this form is for**
You may use this form to register a charge created or evidenced by an instrument.

✗ **What this form is NOT for**
You may not use this form to register a charge where there is no instrument. Use f

For further information, please refer to our guidance at:
www.gov.uk/companieshouse

This form **must be delivered to the Registrar for registra** ***21 days*** *beginning with the day after the date of creation o* delivered outside of the 21 days it will be rejectec unless it court order extending the time for delivery.

You **must** enclose a certified copy of the instrument with th scanned and placed on the public record. **Do not send the**

MONDAY

A8B7D4JF
A09 05/08/2019 #352
COMPANIES HOUSE

For official use

1 Company details

Company number	1 1 8 1 0 3 5 8
Company name in full	MOTHERLAND PRODUCTIONS LIMITED

Filling in this form
Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2 Charge creation date

Charge creation date	d 2 d 4 m 0 m 7 y 2 y 0 y 1 y 9

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge.

Name	COUTTS & CO
	440 STRAND, LONDON, WC2R 0QS
Name	
Name	
Name	

If there are more than four names, please supply any four of these names then tick the statement below.

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge.

MR01
Particulars of a charge

4 Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

Brief description

ALL PROPRIETARY, STATUTORY AND COMMON LAW RIGHTS THROUGHOUT THE WORLD OF THE CHARGOR WHETHER AS OWNER, MAKER, AUTHOR OR OTHERWISE AND TO THE PROGRAMME (AS DEFINED THEREOF).

5 Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

[✓] Yes

☐ No

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

[✓] No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge?
Please tick the appropriate box.

[✓] Yes

☐ No

8 Trustee statement ❶

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

❶ This statement may be filed after the registration of the charge (use form MR06).

9 Signature

Please sign the form here.

Signature

Signature

X X

This form must be signed by a person with an interest in the charge.

MR01
Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name Keith Northrop

Company name Goodman Derrick LLP

Address 10 St Bride Street

Post town London

County/Region Greater London

Postcode E C 4 A 4 A D

Country United Kingdom

DX

Telephone +44 (0)20 7404 0606

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 a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.

Important information

Please note that all information on this form will appear on the public record.

How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11810358

Charge code: 1181 0358 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th July 2019 and created by MOTHERLAND PRODUCTIONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th August 2019.

Given at Companies House, Cardiff on 13th August 2019

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

THIS DEED IS DATED 24 July 2019 AND MADE

BY:

MOTHERLAND PRODUCTIONS LIMITED (company number 11810358) a company incorporated in England and Wales whose registered office is at 202 Blackfriars Road, London SE1 8NJ (the "**Chargor**");

IN FAVOUR OF:

COUTTS & CO acting, for the purposes of this deed, through its branch at 440 Strand, London WC2R 0QS (Fax Number 020 7753 1069) or such other branch as it may select from time to time (the "**Bank**").

WITNESSES AS FOLLOWS:

WE HEREBY CERTIFY THAT THIS IS A TRUE AND COMPLETE COPY OF THE ORIGINAL DATED THIS 2 DAY OF August 2018

GOODMAN DERRICK LLP

1. INTERPRETATION

1.1 Definitions

In this deed:

"Accountants"	shall mean Saffery Champness of 71 Queen Victoria Street, London, EC4V 4BE;
"Accountants' Opinion Letter"	means the letter provided by the Accountants and for the benefit of Chargor and the Bank setting out the Accountants' opinions within the context of the relevant legislation relating to: (i) the qualification of the Programme as the relevant programme; (ii) the qualification of the relevant programme as British; (iii) the qualification of Chargor as the television production company; (iv) the qualification of the relevant programme as a programme intended for broadcast; (v) the amount of expenditure in respect of the relevant programme to be incurred which will qualify as enhanceable expenditure in accordance with the Relevant Legislation and HMRC and DCMS guidance; and (vi) the losses available to surrender by Chargor for the purpose of a Tax Credit claim in accordance with the Relevant Legislation and HMRC and DCMS guidance and therefore the estimated UK Tax Credit Amount;

"BBC"	means the British Broadcasting Corporation whose registered office is Broadcasting House London, W1A 1AA;
"BBC Agreement"	means the agreement between BBC and Merman dated 22 February 2019 pursuant to which BBC has commissioned the Programme;
"Budget"	has the meaning attributed to it in the BBC Agreement;
"Charged Assets"	means the assets charged/assigned to the Bank under this deed;
"Chargor's Liabilities"	means all the Chargor's obligations to the Bank of any kind and in any currency under the terms of any Finance Document (whether now or in the future, actual or contingent) including but not limited to the Chargor's obligation to pay to the Bank immediately any monies it may receive and **"Chargor's Liability"** means any one of these obligations;
"Chargor's Production Account"	shall mean the current account in the name of Motherland Productions Limited held at Coutts and numbered 04570456 and sort code 18-00-02;
"Debts"	means in relation to the Programme all book and other debts of the Chargor (present and future), all other monies due and owing to the Chargor (present and future) and the benefit of all rights, securities or guarantees in respect of such book and other debts;
"Encumbrance"	means any mortgage charge (whether fixed or floating) pledge lien hypothecation assignment security interest title retention or other encumbrance or security agreement or security or preferential arrangement of any kind including but not limited to the postponement of loans provided by third parties;
"Expenses"	means all expenses (on a full indemnity basis),

including (without limitation) legal fees, from time to time paid or incurred by the Bank or any receiver at any time in connection with the Charged Assets or the Chargor's Liabilities or in taking, perfecting, preserving, defending or enforcing this deed (or any of the Security) or in exercising any right or power under this deed or otherwise;

"Finance Documents" means the Loan Agreement and other documents as defined in the Loan Agreement;

"Format" means the format of the Programme (if any) and shall be deemed to include the basic idea and concepts, title(s), scripts, treatments, designs, structure, setting, layout, sequences, competitions, challenges, contributors, talent, presenters, characters, character relationships, situations, rules, procedures, running order, catchphrases, slogans, costumes and outfits, 'taster' tapes, written materials and artworks;

"Insurances" means the insurance policies entered into by Chargor and Merman jointly in respect of the Programme including Errors and Omissions insurance;

"Insured Risks" means those risks covered by the Insurances and other such risks as the Bank may from time to time require to be insured;

"Interest" means interest at the rate or rates agreed between the Bank and the Chargor in respect of any corresponding Chargor's Liability;

"Interparty Agreement" means the agreement between Merman, the Bank and the Chargor on or about the date of this Deed;

"Lions Gate" means Lions Gate International (UK) Limited whose registered office is 5th Floor, 45 Mortimer Street London, W1W 8HJ, company registration number 8936180;

"Lions Gate Agreement" means the Distribution Agreement between Lions Gate, Merman and Twofour;

"Lions Gate Distribution Advance"	shall mean the sum of £676,200 (six hundred and seventy-six thousand, two-hundred pounds sterling) as advanced by Lions Gate pursuant to the Lions Gate Agreement;
"Loan Agreement"	means the loan agreement between Motherland and the Bank under which the Bank has agreed to make available the loan;
"Merman"	means Merman Television Limited whose registered office is 202 Blackfriars Road, London, SE1 8NJ, company registration number 06076082;
"Production Services Agreement"	means the agreement made between Merman and Chargor pursuant to which Merman has commissioned Chargor to produce the Programme upon the terms set out therein;
"Programme"	means the programme of 6 (six) episodes each of approximately 30 (thirty) minutes duration provisionally entitled "Motherland", to be produced and delivered to the BBC pursuant to the BBC Agreement and to Lions Gate pursuant to the Lions Gate Agreement, as more particularly defined in the Schedule to the Charge;
"Receipts Account"	means Chargor's Account with the Bank numbered 06579248 and with sort code 18-00-02 named "Coutts & Co Re Motherland Productions Limited UK Tax Credit Account", into which the Tax Credit Amount will be irrevocably directed;
"Rights"	means the rights relating to the Programme as elaborated in the Schedule hereto;
"Security"	means the security constituted by this deed;
"Twofour"	means Twofour Broadcast Limited whose registered office is Twofour Studios, Edtover, Plymouth, PL6 7RG, company registration number 02351132; and

"Underspend"	means the amount by which the Budget exceeds the Cost of Production of the Programme as shown by the final audited cost statement.

1.2 General Interpretation

In this deed references to:

1.2.1 the "Chargor" or the "Bank" where the context admits include a reference to its respective successors, assigns and/or transferees;

1.2.2 persons include bodies corporate, unincorporated associations and partnerships in each case whether or not having a separate legal personality;

1.2.3 this deed or to a provision of this deed, or any other document are references to it as amended or supplemented, whether before the date of this deed or otherwise.

1.3 Words and expressions defined in the Loan Agreement will have the same meanings when used in this deed, unless the context otherwise requires.

1.4 This deed does not confer any rights on any person who is not a party to this deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

1.5 Words and expressions herein that are defined in the Copyright, Designs and Patents Act 1988 (as supplemented and amended) shall have the meaning attributed to them in that Act unless they are otherwise defined in the Loan Agreement or the context otherwise requires.

2. SECURED LIABILITIES

The Chargor covenants with the Bank that it will pay the Chargor's Liabilities on demand.

3. SECURITY

3.1 In so far as the Chargor retains any rights, title or interest in and to the Rights or the Programme, as a continuing security for the discharge and payment of the Chargor's Liabilities and with full title guarantee, the Chargor:

3.1.1 save for the rights licenced to BBC pursuant to the BBC Agreement and Lions Gate pursuant to the Lions Gate Agreement, assigns to the Bank by way of security throughout the world (and insofar as necessary by way of present assignment of future copyright) and for the full period of copyright including any extensions thereof the Chargor's right, title and interest if any in and to the Rights.

3.1.2 save for the rights licenced to BBC pursuant to the BBC Agreement and Lions Gate pursuant to the Lions Gate Agreement, assigns to the Bank by way of security throughout the world (and insofar as necessary by way of present assignment of future copyright) and for the full period of copyright including any extensions thereof the Chargor's right, title and interest in and to the Programme.

3.1.3 assigns to the Bank by way of security throughout the world (and insofar as necessary by way of present assignment of future copyright) the Chargor's right, title and interest in and to the UK Tax Credit Amount up to the equivalent of any and all monies owed to the Bank by the Chargor;

3.1.4 charges to the Bank by way of a fixed charge all sums standing to the credit of the Chargor from time to time on the Borrower's Receipts Account including all Underspend (save for the BBC's and Lions Gate's prior entitlement to Underspend);

3.1.5 charges to the Bank by way of a fixed charge all funds standing to the credit of the Chargor from time to time on the Chargor's Production Account; and

3.1.6 charges to the Bank by way of a fixed charge the proceeds of each of the Insurances if received by the Chargor.

TO HOLD unto the Bank absolutely.

3.2 The Chargor shall hold any monies received as a result of any claim on the Insurances or in respect of the UK Tax Credit Amount or the Debts on trust for the Bank and shall notify the Bank immediately of such receipt. Unless requested otherwise by the Bank such monies shall be credited to the Receipts Account;

3.3 Notwithstanding the Security, the Chargor shall carry out the production of the Programme in accordance with the Production Services Agreement, the BBC Agreement, the Lions Gate Agreement, the Interparty Agreement, the Budget, and the Cashflow and the Chargor acknowledges that the Bank, in so far as is necessary for such purpose, hereby licenses the Programme and the Rights to the Chargor. Such licence may be revoked by the Bank at its sole discretion should for any reason the Security becomes enforceable.

3.4 The representations and warranties given by the Chargor pursuant to the Loan Agreement are herein repeated.

4. RESTRICTIONS ON DEALING

4.1 Until all amounts due to the Bank under the Loan Agreement have been repaid in full, the Chargor will not without the prior written consent of the Bank do any of the following:

4.1.1 (except in favour of the Bank) create or permit to arise or continue any Encumbrance affecting any of the Charged Assets; and

4.1.2 dispose of the Charged Assets.

5. FLOATING CHARGE

The Bank may at any time by written notice to the Chargor convert the fixed charges created by this deed into floating charges as regards any of the Charged Assets specified in the notice.

6. INSURANCE

6.1 The Chargor will maintain the Insurances relating to the Charged Assets.

6.2 In accordance with the Loan Agreement the Chargor will procure that a note of the Bank's interest is endorsed upon all policies of insurance maintained by the Chargor.

6.3 The Chargor will not do or permit anything to be done which may make void or voidable any policy of insurance in connection with any Charged Assets.

6.4 The Chargor will promptly pay all premiums and do all other things necessary to keep each policy of insurance in respect of the Charged Assets in force.

6.5 The Chargor will, immediately on demand by the Bank, produce to the Bank the policy, certificate or cover note relating to any insurance policy and the receipt for the payment of the last premium.

7. DEPOSIT OF DOCUMENTS

The Chargor will, if requested to do so, deposit with the Bank all deeds and documents of title relating to the Charged Assets and such other documents relating to the Charged Assets as the Bank may from time to time require.

8. POWER TO REMEDY

If the Chargor fails to comply with any of the covenants or obligations set out in this deed and such failure is not remedied to the satisfaction of the Bank within 7 days of the Chargor being given notice of the failure, the Chargor will allow the Bank, its agents or contractors to take such action on behalf of the Chargor as may be necessary to ensure that such covenant or obligation is complied with without becoming liable to account as a mortgagee in possession.

9. POWERS OF THE BANK

9.1 Section 103 of the LPA will not apply and the Bank may exercise its power of sale and other powers under that or any other Act or this deed at any time and from time to time after the date of this deed PROVIDED THAT the Bank shall not exercise the said power of sale until payment of the Chargor's Liabilities has been demanded or the receiver of the Charged Assets has been appointed.

9.2 The Bank may under the hand of any official or manager or by deed, appoint or remove a receiver or receivers of the Charged Assets, fix and pay the fees of a

receiver and remove any receiver so appointed and appoint another in his place, but any receiver will be deemed to be the agent of the Chargor and the Chargor will be solely responsible for the receiver's acts, defaults and remuneration.

9.3 All or any of the powers conferred on a receiver by clause 10 may be exercised by the Bank without first appointing a receiver or notwithstanding any such appointment.

9.4 The Bank will not be liable to account to the Chargor as mortgagee in possession for any money not actually received by the Bank and if the Bank or any receiver takes possession of the Charged Assets it or he may at any time relinquish such possession.

9.5 Section 93(1) of the LPA will not apply to this deed.

9.6 No purchaser or other person will be obliged or concerned to see or enquire whether the right of the Bank to appoint a receiver or the right of the Bank or any receiver to exercise any of the powers conferred by this deed has arisen or become exercisable nor be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers.

10. RECEIVERS

10.1 Any receiver appointed by the Bank will (in addition to all powers conferred on him by law) have the following powers exercisable upon such terms and conditions as he thinks fit:

10.1.1 to take possession of and generally to manage the Charged Assets and any business of the Chargor;

10.1.2 to take any steps necessary or desirable to effect compliance with the BBC Agreement;

10.1.3 to sell, lease, licence, charge or otherwise deal with and dispose of the Charged Assets without restriction;

10.1.4 in relation to the Charged Assets to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Chargor;

10.1.5 insure the Charged Assets and any works and effect indemnity insurance or other similar insurance and obtain bonds or give commitments, guarantees, indemnities and security;

10.1.6 to engage, rely on the advice of and discharge advisers, consultants, officers, managers, agents, workmen and others;

10.1.7 in relation to the Charged Assets to bring, continue or defend any claim, dispute, action or legal proceedings and enter into any arrangement or compromise;

10.1.8 to make any elections for value added tax purposes; and

10.1.9 to do any other acts which he may consider to be incidental or conducive to any of his powers or to the realisation of the Charged Assets.

10.2 In the case of joint receivers any power may be exercised jointly or severally.

11. APPLICATION OF RECEIPTS

Any money received by the receiver will be applied in the following order:

11.1 in payment of all money borrowed by him and his expenses, liabilities and fees; and

11.2 in or towards the remaining matters specified in section 109(8) of the LPA.

12. APPROPRIATION

The Bank may at any time and from time to time without notice (both before and after demand) apply all payments received in respect of the Chargor's Liabilities in or towards discharge of such part of the Chargor's Liabilities as it thinks fit.

13. PROTECTION OF SECURITY

13.1 This deed is in addition to any other rights or security, now and in the future, held by the Bank from the Chargor or any other person for the Chargor's Liabilities and will not merge with or prejudice or be prejudiced by any such rights or security or any other contractual or legal rights of the Bank.

13.2 The Chargor will at its own cost at the Bank's or any receiver's request execute any deed or document and take any action required by the Bank or any receiver to perfect or protect the Security. The Chargor by way of security irrevocably appoints the Bank and any receiver severally to be the attorney for the Chargor (with full power of substitution and delegation) in the Chargor's name and on the Chargor's behalf and as the Chargor's act and deed to sign or execute all deeds, instruments and documents and do all acts and things (including taking, continuing or defending any proceedings) as may be required by the Bank or any receiver pursuant to this deed or the exercise of any of their powers provided that the Bank agrees that it shall provide the Chargor with copies of any documents and deeds that it executes on behalf of the Chargor pursuant to this Clause.

13.3 The aforesaid power of attorney shall terminate without further notice on the discharge of the Security.

14. PAYMENTS

The Bank will be entitled (but not obliged) at any time or times without notice (both before and after demand) to set off any liability of the Chargor to the Bank against any liability of the Bank to the Chargor (whether actual or contingent, present or future) and irrespective of the branch or office, currency or place of payment) and

may for such purpose convert, purchase or exchange any currency and estimate any unascertained obligation.

15. DISCHARGE OF CHARGOR'S LIABILITIES

Upon discharge of the Chargor's Liabilities to the Bank, the Bank agrees to release this Deed of Charge by means of a Deed of Release or such other instrument as the Bank may determine.

16. COMMUNICATIONS

16.1 Any communication to be given in connection with this deed will be in writing.

16.2 Any communication will either be delivered by hand or sent by first class prepaid post or fax to the Bank or the Chargor at its address or fax number shown on page 1 unless it has communicated another address or fax number to the other in which case it must be sent to the last address or fax number so communicated.

17. ASSIGNMENT

17.1 The Bank may at any time assign or otherwise transfer all or any part of its rights under this deed SUBJECT ALWAYS to such assignee assuming the Bank's obligations to the Chargor hereunder.

17.2 The Chargor may not assign or transfer any of its rights or obligations under this deed.

18. LAW AND JURISDICTION

18.1 This deed is governed by and construed in accordance with the laws of England and Wales.

18.2 The parties irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this deed.

19. MISCELLANEOUS

19.1 Interest payable by the Chargor to the Bank will accrue both before and after judgment in accordance with the Loan Agreement.

19.2 The Bank's rights and powers under this deed are cumulative and not exclusive of its rights under general law and will not be affected or impaired by any delay or omission by the Bank in exercising them or any previous exercise of or failure to exercise any such rights or powers.

19.3 Each of the provisions of this deed will be severable and distinct from one another and if at any time any one or more of those provisions (or any part thereof) is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

19.4 No variation of the terms of this deed will be valid unless it is in writing signed by the Chargor and confirmed in writing by the Bank.

THE SCHEDULE

THE PROGRAMME

The Programme provisionally entitled "Motherland Series 2" as defined in the Loan Agreement and including without limitation with all tangible property now in existence and owned by the Chargor or hereafter created or acquired in respect of the Programme, including, but not limited to:

1. All master tapes, audio-tape and preprint elements of the Programme, the soundtrack and all sound recordings made in the course of the production of the Programme or arising therefrom, subject only to the rights of the BBC in respect of the foregoing pursuant to the BBC Agreement.
2. All copies of the screenplay(s), treatments including format description of the Programme and musical scores thereof and any sketches and designs therefore, including copyright in the same.
3. The Chargor's interest in all property of every kind acquired by the Chargor for the production of the Programme including any musical work created or to be created for the Programme, sets, costumes, and new materials.
4. All contracts, contract rights, agreements for personal services and other documents, receipts, books, records and files relating to the Programme or the Source Material.

The Rights

All proprietary, statutory, contractual and common law rights throughout the world of the Chargor whether as owner, maker, author or otherwise in and to the Programme including, the Source Material and any musical work created or to be created for the Programme and without prejudice to the generality of the foregoing:

1. Subject to the BBC Agreement and the Lions Gate Agreement, the sole world-wide exclusive and irrevocable right to distribute, reproduce, exhibit, license and otherwise exploit and deal in and with the Programme and any and all parts of the Programme by all methods and means in any and all media systems and processes now known or in the future devised including without limitation, theatrical, television (whether so-called "free", "pay", "pay per view", "cable" or subscription" or otherwise) including internet rights and whether broadcast or transmitted as a whole or in part by means of cable or other devise or disseminated by means of the internet.
2. All rights of copyright and all other rights throughout the world of the Chargor in the original screenplay or treatment of the Programme, the Source Material and the Format and in respect of the music all rights throughout the world to synchronise the same with and incorporate the same in the Programme.

IN WITNESS whereof the Chargor has executed and delivered this Charge and Assignment as a Deed the day and year first before written

SIGNED as a deed by)

MOTHERLAND PRODUCTIONS LIMITED)

acting by C. MOUNTFORD, a director)

Director

in the presence of

Witness

Signature: .....

Print Name .....R. PARRINGTON.....

Address: ...202 UXBRIDGE ROAD
...HAMPTON HILL.....
...TW12 1AY.....

Occupation: ...HEAD OF PRODUCTION.

DATED 24 July 2019

MOTHERLAND PRODUCTIONS LIMITED

IN FAVOUR OF

COUTTS & CO

CHARGE and DEED OF ASSIGNMENT