

MG01

309371/65



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LASERFORM

Particulars of a mortgage or charge

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.

WEDNESDAY



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AR9HOG83

30/12/2009

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COMPANIES HOUSE

For official use

3

→ **Filling 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 4 0 0 4 2 9 1

Company name in full Headland Entertainment Limited (the "Company")

2

Date of creation of charge

Date of creation 2 3 1 2 2 0 0 9

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 Debenture (the "Debenture")

4

Amount secured

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

Amount secured All sums of money which the Company may now or at any time in the future
owe to the Bank; and all liabilities which the Company may now or at any
time in the future owe to the Bank.

The Company's agreement to pay all sums of money and discharge all
liabilities contained in the paragraph above shall include:

1 sums and liabilities due or owing by the Company alone and/or jointly with
any other person;

2 sums and liabilities owed as guarantor, indemnifier or security giver for
any other person;

3 sums and liabilities which may or may not become payable depending on
the outcome of future events including any sums and liabilities which would
become payable on demand by the Bank;

4 sums and liabilities owed by the Company to another person, the rights to
which have been transferred to the Bank;

(continued)

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 Clydesdale Bank PLC (trading as Yorkshire Bank) (the "Bank")

Address 30 St Vincent Place

Glasgow

Postcode G 1 2 H L

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

1 The Company with full title guarantee charges to the Bank:

1.1 by way of legal mortgage the property (if any) particulars of which are set out in Schedule 1 (below), together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property and all rights in respect of that property;

1.2 by way of fixed charge all other (if any) freehold and leasehold property of the Company whether acquired before or after the date of this Debenture together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property and all rights in respect of that property;

1.3 by way of fixed charge all (if any) plant, machinery, vehicles, computers and office and other equipment of the Company particulars of which are set out in Schedule 2 (below) together with the benefit of all relevant contracts, warranties and maintenance arrangements;

1.4 by way of fixed charge all other (if any) plant, machinery, vehicles, computers and office and other equipment of the Company together with the benefit of all relevant contracts, warranties and maintenance arrangements;

1.5 by way of fixed charge the book and other debts now and from time to time due or owing to the Company other than:

1.5.1 any of those debts which the Bank may have at any time agreed specifically and in writing to exclude or release from the charges contained in the Debenture;

1.5.2 any of those debts which are now or at any time in the future assigned to the Bank absolutely pursuant a receivables financing agreement made between the Company and the Bank (the "Debts");

1.6 by way of fixed charge all sums of money standing to the credit of the Company on any account with any bank (other than the Bank) or other financial institution, other than any of those sums which the Bank may have at any time agreed specifically and in writing to exclude or release from the charges contained in this Debenture (the "Bank Debts")

1.7 by way of fixed charge the goodwill and any uncalled capital of the Company both now and at any time in the future;

(continued)

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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:

- 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

n/a

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 866).

~~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).~~

9 Signature

Please sign the form here.

Signature

Signature

X *Cobbetts LLP*

X

29/12/09

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 JZMT/LJC

Company name Cobbetts LLP

Address No.1 Whitehall Riverside

Post town Leeds

County/Region

Postcode L S 1 4 B N

Country

DX DX 14085 Leeds Park Square

Telephone 0845 404 2404



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
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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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge.	
Amount secured	<p>5 sums and liabilities owed on current or any other account.</p> <p>The Company's agreement to pay all sums of money and discharge all liabilities contained in the above paragraphs shall also include:</p> <p>1 interest at the applicable rate or rates agreed between the Company and the Bank from time to time in respect of any sum of money or liability, and if no rate has been agreed between the Company and the Bank for any particular sum of money or liability, interest at such a rate as the Bank may select from the rates agreed between the Company and the Bank in respect of any other sum of money or liability, in all circumstances, computed and compounded as agreed between the Company and the Bank, or if there is no agreement, in accordance with the Bank's current practice from time to time, both before and after any judgement is obtained by the Bank ("Interest");</p> <p>2 banking charges and all costs and expenses (including the Bank's internal management and administrative costs and legal costs on a full indemnity basis) incurred by the Bank or any receiver appointed by the Bank in exercising the rights of the Bank or any receiver under the Debenture, calculated as agreed between the Company and the Bank, or if there is no agreement, in accordance with the Bank's current practice from time to time ("Costs").</p>	

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Particulars of a mortgage or charge

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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

1.8 by way of fixed charge, all stocks, shares, bonds and other securities whether marketable or not and all other interests (including but not limited to loan capital) of the Company in any company or other person now and at any time in the future together with related dividends and other rights;

1.9 by way of fixed charge, all patents, patent applications, trade marks and service marks (whether registered or not), trade mark applications, service mark applications, trade names, registered designs, design rights, copyrights, computer programmes, know-how and trade secrets and all other industrial or intangible property or rights and all licenses, agreements and ancillary and connected rights relating to, intellectual and intangible property of the Company now and in the future;

1.10 by way of floating charge the Company's undertaking and all its property, assets and rights whatsoever now and in the future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to sub-paragraphs 1.1 to 1.9 above (inclusive) but including any assets of the Company situated in Scotland, whether or not effectively charged pursuant to sub-paragraphs 1.1 to 1.9 above (inclusive).

2 Each of the charges created under paragraph 1 (above) shall be a first charge and, where appropriate, shall extend to the proceeds of sale of the relevant property, assets and rights of the Company described or referred to in paragraph 1 (above) and any part or parts of such property, assets and rights.

3 The Bank may at any time by giving the Company notice in writing convert the floating charge over any assets specified in the notice into a fixed charge.

4 Restrictions on the Company's rights to deal with the assets charged to the Bank:
Under the terms of the Debenture, the Company agrees that it will not:

4.1 without obtaining the Bank's written consent, dispose of or create or permit to subsist or arise any mortgage, charge, pledge, lien, standard security, assignment by way of security or other security interest of any kind (an "Encumbrance") on or over the Debts or any part of the Debts or release, set off, compound, sell, factor, discount or deal with the Debts other than in accordance with an undertaking from the Company to the Bank whereby, as agent for and on behalf of the Bank and for the account of the Bank, the Company shall collect the Debts in the ordinary course of its business paying the proceeds of collection to the credit of that account of the Company with the Bank which the Bank shall from time to time nominate to receive such proceeds;

4.2 dispose of or extinguish or reduce any Bank Debt or create or permit to subsist or arise any Encumbrance (including without limitation in this case any right of combination of accounts or set off or any similar right) on or over the Bank Debts,

4.3 create or attempt to create or permit to subsist or arise in favour of any person any Encumbrance (except a lien arising by operation of law in the ordinary course of trading over all the property, assets and rights of the Company described or referred to in paragraph 1 (above) and any part or parts of such property, assets and rights (the "Charged Assets") other than land) on or affecting the Charged Assets or any part of the Charged Assets; or

(continued)

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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	<p>6.4 subject to the provisions of the Debenture, dispose of the Charged Assets or any part of the Charged Assets or agree to do so except in the case of:</p> <p>6.4.1 stock-in-trade, which may, subject to the other provisions of the Debenture, be disposed of at full market value in the usual course of trading as now conducted and for the purpose of carrying on the Company's business; and</p> <p>6.4.2 the undertaking, property, assets and rights of the Company charged to the Bank under paragraph 1.10 (above) or paragraph 3.1.10 of the Debenture, which may subject to the provisions of the Debenture, be disposed of in the ordinary course of business and at full market value.</p> <p>Schedule 1 - property</p> <p>Not Applicable</p> <p>Schedule 2 - plant, machinery, vehicles, computers and office and other equipment</p> <p>Not Applicable</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4004291
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 23
DECEMBER 2009 AND CREATED BY HEADLAND
ENTERTAINMENT LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE COMPANY TO CLYDESDALE
BANK PLC 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
30 DECEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 JANUARY 2010

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES