

MR04

Statement of satisfaction in full or in part of a charge



You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a statement of satisfaction in full
or in part of a mortgage or charge
against a company

☐ **What this form is NOT for**
You may not use this form to
register a statement of satisfaction
in full or in part of a mortgage
charge against an LLP. Use
LL MR04

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13/06/2014

#129

COMPANIES HOUSE

1 Company details

Company number 0 4 8 2 3 6 1 1
Company name in full ALL3MEDIA GROUP LIMITED
(the "Chargor")



Filing in this form
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation ①

When was the charge created?

→ Before 06/04/2013 Complete Part A and Part C

→ On or after 06/04/2013 Complete Part B and Part C

① Property acquired
If section 859C of the Companies
Act 2006 applies, this is the date
that the property was acquired

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge ②

Charge creation date 2 9 0 8 2 0 0 3

② Property acquired
If section 859C of the Companies
Act 2006 applies, this is the date
that the property was acquired

A2 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is
created or evidenced

Instrument description A composite guarantee and debenture dated 29 August 2003 in
favour of The Royal Bank of Scotland plc (the "Deed")

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

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A3**Short particulars of the property or undertaking charged**

	Please give the short particulars of the property or undertaking charged	
Short particulars	<p>1 FIXED AND FLOATING CHARGES</p> <p>1 1 Fixed charges</p> <p>As a continuing security for the payment of the Secured Obligations, the Company, with full title guarantee, charged, and agreed to charge, in favour of the Lender the following assets which are at any time owned by the Company, or in which the Company is from time to time interested</p> <p>1 1 1 by way of first legal mortgage all the freehold and leasehold property (if any) vested in or charged to the Company including, without limitation, the property specified in schedule 1 hereto (if any), together with all buildings and fixtures (including trade fixtures) at any time thereon,</p> <p>1 1 2 by way of first fixed charge all other interests (not being charged by clause 4 1 1 of the Deed) in any freehold or leasehold property vested in or charged to the Company, the buildings and fixtures (including trade fixtures) at any time thereon, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,</p> <p>1 1 3 by way of first fixed charge all plant, machinery, computers, vehicles, office and other equipment and the benefit of all contracts, licences and warranties relating to the same,</p> <p>1 1 4 by way of first fixed charge all Investments, together with all Related Rights from time to time accruing thereto,</p> <p>1 1 5 by way of first fixed charge all rights and interests of the Company in, and claims under, the Insurances and all proceeds thereof held by, or written in favour of, the Company or in which the Company is otherwise interested,</p> <p>1 1 6 by way of first fixed charge all its right, title, interest and benefit in and to the Collections Accounts, all monies standing to the credit of the Collections Accounts, all interest accrued on monies standing to the credit of the Collections Accounts and all rights of the Company to repayment of any of the foregoing,</p> <p>1 1 7 by way of first fixed charge all monies standing to the credit of the Company from time to time on any and all accounts with any bank, financial institution, or other person,</p> <p>1 1 8 to the extent that they are capable of being charged, by way of first fixed charge all Intellectual Property including but not limited to the Intellectual Property listed at schedule 2 hereto,</p> <p>Continued on continuation sheet 1</p>	<p>Continuation page Please use a continuation page if you need to enter more details</p>

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Part B Charges created on or after 06/04/2013

B1

Charge code

Please give the charge code This can be found on the certificate

Charge code ①

				-					-			
--	--	--	--	---	--	--	--	--	---	--	--	--

① **Charge code**
This is the unique reference code allocated by the registrar

Part C To be completed for all charges

C1

Satisfaction

I confirm that the debt for the charge as described has been paid or satisfied
Please tick the appropriate box

☒ In full

☐ In part

C2

Details of the person delivering this statement and their interest in the charge

Please give the name of the person delivering this statement

Forename(s)

ALL3MEDIA GROUP LIMITED

Surname

Please give the address of the person delivering this statement

Building name/number

BERKSHIRE HOUSE

Street

168 - 173 HIGH HOLBORN

Post town

LONDON

County/Region

Postcode

W C I V 7 A A

Please give the person's interest in the charge (e.g. chargor/chargee etc)

Person's interest in the charge

Chargor

C3

Signature

Please sign the form here

Signature

Signature

X

N Bgl

X

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

Contact name

Company name

ALL3MEDIA GROUP LIMITED

Address BERKSHIRE HOUSE

168 - 173 HIGH HOLBORN

Post town LONDON

County/Region

Postcode

W C I V 7 A A

Country

DX

Telephone



Important information

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



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



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
- Part A Charges created before 06/04/2013**
- ☐ You have given the charge date
- ☐ You have completed the Description of instrument and Short particulars in Sections A2 and A3
- Part B Charges created on or after 06/04/2013**
- ☐ You have given the charge code
- Part C To be completed for all charges**
- ☐ You have ticked the appropriate box in Section C1
- ☐ You have given the details of the person delivering this statement in Section C2
- ☐ You have signed the form



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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Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

1 1 9 by way of first fixed charge the benefit of all licences, consents, agreements and authorisations held or utilised by the Company in connection with its business or the use of any of its assets,

1 1 10 to the extent not effectively assigned under clause 4 2 of the Deed (Assignment), by way of first fixed charge all Receivables,

1 1 11 by way of first fixed charge all the goodwill and uncalled capital of the Company, and

1 1 12 by way of first fixed charge all the Charged Shares together with all the Related Rights from time to time accruing thereto

1 2 Assignment

As a continuing security for the payment of the Secured Obligations, the Company, with full title guarantee, assigned and agreed to assign absolutely in favour of the Lender all the rights, title, interest and benefit of the Company in and to the Receivables

1 3 Floating charge

As further continuing security for the payment of the Secured Obligations, the Company charged with full title guarantee in favour of the Lender by way of first floating charge all its assets and undertaking whatsoever and wheresoever situated both present and future not effectively charged by way of first fixed mortgage or charge pursuant to the provisions of clause 4 1 of the Deed, including, without prejudice to the generality of the foregoing, heritable property and all other property and assets in Scotland

2 CONVERSION OF FLOATING CHARGE

2 1 Conversion of floating charge

The Lender may by written notice to the Company convert the floating charge created by the Deed into a fixed charge as regards all or any of the Company's assets specified in the notice if

2 1 1 an Event of Default has occurred and is continuing, or

2 1 2 the Lender in its reasonable opinion considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy

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Please give the short particulars of the property or undertaking charged

Short particulars

2 3 No waiver

The giving by the Lender of a notice pursuant to clause 5 1 of the Deed in relation to any class of assets of the Company shall not be construed as a waiver or abandonment of the rights of the Lender to serve similar notices in respect of any other class of assets or of any of the other rights of the Lender

3 CONTINUING SECURITY

3 1 The Deed shall be in addition to, and without prejudice to and shall not merge with, any other right, remedy, guarantee, mortgage or other security which the Lender may at any time hold for any of the Secured Obligations and the Deed may be enforced against the Company without the Lender first having recourse to any other right, remedy, guarantee, mortgage or other security held or available to it

3 2 The Deed shall remain in full force and effect as a continuing security until the Lender shall have certified in writing that the Secured Obligations have been discharged in full

4 NEGATIVE PLEDGE

Save as permitted by the terms of the Facilities Agreement, the Company covenanted with the Lender that, during the continuance of the security created by the Deed, it shall not without the prior written consent of the Lender

4 1 create or permit to subsist any Encumbrance (other than a Permitted Encumbrance) upon any of the Charged Assets, and

4 2 sell, transfer, lease, lend or otherwise dispose of, whether by a single transaction or a number of transactions and whether related or not, the whole or any part of the Charged Assets save for a disposal permitted under clause 23 1 2 of the Facilities Agreement

5 FURTHER ASSURANCE

5 1 The Company will, whenever requested by the Lender and at its own expense, promptly execute such deeds or documents and take any action required by the Lender to perfect and protect the security created (or intended to be created) by the Deed or to facilitate the realization thereof or otherwise to enforce the same or exercise any of the rights of the Lender under the Deed In particular, but without limitation, the Company will,

5 1 1 execute a valid legal mortgage in such form as the Lender shall reasonably require of any freehold or leasehold property as at 29 August 2003 or in the future belonging to the Company which is not effectively charged by way of legal mortgage,

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Short particulars

5 1 2 execute a legal assignment in such form as the Lender may reasonably require over all or any of the Receivables and give notice of such assignment to the relevant Debtors,

5 1 3 execute a valid fixed charge in such form as the Lender may reasonably require over any asset the subject of the floating charge under the Deed, and

5 1 4 otherwise execute all transfers, assignments, conveyances and assurances whatsoever and give all notices, orders, instructions and directions whatsoever which the Lender may think expedient

5 2 Any security document required to be executed by the Company pursuant to clause 8 1 of the Deed will be prepared at the cost of the Company and will contain terms and conditions which are no more onerous than those contained in the Deed

5 3 The Company as registered proprietor by the Deed appointed the Lender as its agent to apply for the particulars of the Deed and of the interest of the Lender in the Intellectual Property and any other or future trade marks or trade mark applications registered or to be registered in the United Kingdom in the name of the Company to be made on the Register of Trade Marks under section 25(1) of the Trade Marks Act 1994 and the Company agreed to execute all documents and forms required to enable such particulars to be entered on the Register of Trade Marks

6 COVENANTS OF THE COMPANY

The Company covenanted with the Lender and covenanted to procure that each other Charging Company will,

6 1 Intellectual Property

not assign, sever, dispose of, or otherwise part with control of its material Intellectual Property, or create or permit to subsist any Encumbrance thereon (other than a Permitted Encumbrance), or grant any licence to any person to use the same in any manner which will materially and adversely affect the value of such material Intellectual Property,

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Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

6 2 Property acquisitions/Security

on demand made to the Company by the Lender, execute and deliver to the Lender any legal mortgage or, in the case of property situated in Scotland, a standard security, in favour of the Lender of any freehold or leasehold property which becomes vested in it after 29 August 2003 and all fixtures and fittings thereon to secure the payment or discharge of the Secured Obligations, such legal mortgage or standard security to be in such form as the Lender may reasonably require. Any security document required to be executed by the Company pursuant to clause 10 11 2 of the Deed will be prepared at the cost of the Company and will contain terms and conditions that are no more onerous than those contained in the Deed. In the case of any leasehold property in relation to which the consent of the landlord in whom the reversion of that lease is vested is required in order for the Company to perform any of its obligations under this clause 10 11 2 of the Deed, the Company shall not be required to perform that particular obligation unless and until it has obtained the landlord's consent (which it shall use its reasonable endeavours to do)

7 RECEIVABLES

7 1 Dealings with and realisation of Receivables

The Company will without prejudice to clause 7 of the Deed (Negative Pledge) but in addition to the restrictions in that clause, not, without the prior written consent of the Lender, sell, assign, charge, factor or discount or in any other manner deal with any of the Receivables

SCHEDULE 1

Property

Details of Registered Land
None

Details of Unregistered Land
None

SCHEDULE 2

Intellectual Property
None

Capitalised terms not defined in this form MR04 shall have the meaning given to such terms in the definitions schedule

Continued on continuation sheet 5

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Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged	
Short particulars	<p>Definitions Schedule In this form -</p> <p>"Charged Assets" means all property and assets from time to time charged by or pursuant to the Deed,</p> <p>"Charged Shares" means all shares specified in schedule 3 hereto, together with all other stocks, shares, debentures, bonds, warrants, coupons or other securities and Investments owned by any Charging Company,</p> <p>"Charging Companies" means Assembly Film and Television Limited (CRN 2918727), Bentley Productions Limited (CRN 1823410), Cactus TV Limited (CRN 2946371), Chrysalis Television International Limited (CRN 2522258), Chrysalis Television Limited (CRN 2315596), Chrysalis Television Midlands Limited (CRN 2906527), Chrysalis TV and Film (Overseas) Limited (CRN 3203247), De Facto 1064 Limited (CRN 4782820) and Newincco 267 Limited (CRN 4823611) and any company which accedes to the terms of the Deed pursuant to the terms of a duly executed Deed of Accession (as more particularly defined in the Deed) (each a "Charging Company"),</p> <p>"Collections Accounts" has the meaning ascribed to that term in clause 11.1.2 of the Deed,</p> <p>"Debtor" means any person who is liable (whether as principal debtor or as surety and whether actually or contingently) to discharge or pay a Receivable,</p> <p>"Encumbrance" includes any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security,</p> <p>"Event of Default" means any event or circumstance specified as such in clause 24.1 of the Facilities Agreement,</p> <p>"Facilities Agreement" means the facilities agreement dated 31 July 2003 and made between (1) De Facto 1064 Limited, (2) Newincco 267 Limited, (3) the companies named in schedule 6 thereto as Original Production Borrowers, (4) the companies named in schedule 7 thereto as WCF Borrowers and (5) the Lender pursuant to which the Lender has agreed to make certain facilities available to the Borrowers (as more particularly defined therein),</p> <p>"Group" means, at any time, the Parent and its Subsidiaries and Permitted Joint Ventures (all as more particularly defined in the Facilities Agreement) at such time (each a "Group Company"),</p> <p>"Insurances" means the policies of insurance in which a Charging Company has an interest from time to time,</p> <p>Continued on continuation sheet 6</p>	

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Short particulars

"Intellectual Property" means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the Group Companies (or any of them), in or relating to registered and unregistered trade marks and service marks, patents, registered designs, utility models, applications for any of the foregoing, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registerable business names and any other rights of every kind deriving from or through the exploitation of any of the aforementioned rights of any Group Company,

"Investments" means shares, certificates of deposit, debentures and other investments as defined in part II of schedule II of the Financial Services and Markets Act 2000,

"Permitted Encumbrances" means

- (i) a lien or right of set-off arising in the ordinary course of business solely by operation of law,
- (ii) an Encumbrance which the Lender has at any time in writing agreed shall be a Permitted Encumbrance,
- (iii) Encumbrances arising under the Finance Documents (as more particularly defined in the Facilities Agreement),
- (iv) any Encumbrances arising solely as a result of a title retention clause in a supply agreement entered into by any Group Company, or arising under conditional sale or hiring agreements in respect of goods supplied to the Group in the ordinary course of business,
- (v) Encumbrances in favour of ANZ Banking Group (New Zealand) Limited created by any Group Company prior to 31 July 2003,
- (vi) Encumbrances created prior to 31 July 2003 over the Sale and Leaseback Accounts, and
- (vii) Encumbrances arising under the Vendor Security Document (as more particularly defined in the Facilities Agreement) ,

"Receivables" means

- (i) all present and future book and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts recoverable or receivable by any Charging Company from other persons or due or owing to such Charging Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever),
- (ii) the benefit of all rights and remedies relating to any of the foregoing including, without limitation, claims for damages and other remedies for non-payment of the same, all entitlements to interest, negotiable instruments, guarantees, indemnities, Encumbrances, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights, and
- (iii) all proceeds of any of the foregoing,

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Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

"Related Rights" means, in relation to any Investments or Charged Shares, all dividends, distributions and other income paid or payable on the relevant Investment or Charged Shares (as the case may be), together with (a) all shares or other property derived from the relevant Investment or Charged Shares (as the case may be) and (b) all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to the relevant Investment or Charged Shares (whether by way of conversion, redemption, bonus, preference, option or otherwise),

"Secured Obligations" 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 each Group Company to the Lender whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety and in whatever currency denominated including all liabilities from time to time assumed or incurred by the Lender at the request of any Group Company in connection with foreign exchange transactions, acceptances, discounting or otherwise or under guarantees, bonds, indemnities, documentary or other credits or any instruments whatsoever and including interest, discount, commission and other lawful charges or reasonable expenses which the Lender may in the course of its business charge in respect of any facilities or accommodation or service provided by the lender or for keeping any Group Company's account, provided that no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Deed (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985