

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

X What this form is NOT for
You cannot use this form to register particulars of a charge for a Scott company To do this, please use form MG01s

TUESDAY



A54 27/09/2011

268

COMPANIES HOUSE

1 Company details

Company number	0	6	3	0	4	6	6	6
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Company name in full	BLACK AND BLUE FILMS LIMITED (the "Chargor")
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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 *

2	Date of creation of charge
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Date of creation	^d 0	^d 9	^m 0	^m 9	^y 2	^y 0	^y 1	^y 1
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3	Description
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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 dated 9 September 2011 between the Chargor and Kyte Property Limited (the "Charge")
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4	Amount secured
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Please give us details of the amount secured by the mortgage or charge

Amount secured	All its payment obligations under the Loan Agreement and the Relevant Agreements (the "Secured Obligations")
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Defined terms not otherwise defined in this Form MG01 have the meaning ascribed to them in Schedule 1 of Part 6

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	Kyte Property Limited (the "Chargee")
Address	Business Design Centre, 52 Upper Street London
Postcode	N 1 0 Q H
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	
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Continuation page

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

Short particulars

1 1 The Chargor, by way of continuing security for the payment and performance of the Secured Obligations, assigned to the Chargee with full title guarantee (and insofar as necessary by way of present assignment of future copyright pursuant to Section 91 of the Copyright, Designs and Patents Act 1988 as the same may be amended or replaced from time to time) all of its right, title and interest in and to the following -

1 1 1 all copies made or to be made of the Film and of any other films and sound recordings created in connection with the Film and all copies made or to be made of the scripts and musical scores for the Film and any sketches and designs for the Film together with all physical negative, internegative, interpositive and positive sound and visual material made or to be made incorporating or reproducing the Film or any part of the Film,

1 1 2 all sums relating to or derived from the Film and from time to time standing to the credit of the Chargor in any bank account opened in connection with the Film and the debt or debts thereby represented,

1 1 3 the Physical Materials,

3 1 4 all other rights and properties acquired or to be acquired by the Chargor in connection with the Film including all of the Chargor's rights, interests and benefits under any agreements for the provision of any goods, services, facilities or finance for the Film and the benefit of any insurance policy taken out whether or not by the Chargor for or in connection with the production or exploitation of the Film, and

1 1 5 the proceeds of any or all of the foregoing

Cont/

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="336 376 1021 403">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="336 443 614 470">Continuation Page 1 of 4</p> <p data-bbox="336 510 1452 741">2 The Chargor also charged in favour of the Chargee all of the Chargor's right, title and interest, whether owned at the date of the Charge or thereafter acquired, throughout the Territory by way of first floating charge, the whole of the Chargor's undertaking and assets, present and future, including any assets expressed to be charged or assigned under clauses 3 1 of the Charge (replicated under paragraph 1 above) and clause 4 of the Charge (as replicated under paragraph 3 below) to the extent the same are not for the time being effectively charged by way of first fixed charge or effectively assigned, whether at law or in equity, by way of security to the Chargee</p> <p data-bbox="336 781 1452 909">3 The Chargor, to the extent of its interest therein, charged absolutely to the Chargee, with full title guarantee, by way of first fixed charge, all of the Chargor's rights, title and interest, whether owned at the date of the Charge or thereafter acquired, throughout the world in and to the following to hold the same unto the Chargee -</p> <p data-bbox="336 949 518 976">3 1 1 the Rights,</p> <p data-bbox="336 1016 1428 1113">3 1 2 the benefit of all revenues accruing to the Chargor or to the Chargor's order or on the Chargor's behalf in respect of the exhibition, distribution and exploitation of the Film and all allied and ancillary rights in the Film,</p> <p data-bbox="336 1153 1460 1281">3 1 3 the benefit of all agreements entered into or to be entered into by the Chargor or its agent relating to the Film together with all rights granted and all monies receivable under such agreements and any interest on such monies and the benefit of all subsisting undertakings, warranties, representations, covenants, agreements and acknowledgements contained in such agreements,</p> <p data-bbox="336 1321 1444 1384">3 1 4 the benefit of any policy of insurance taken out and maintained by the Chargor in connection with the Film and any and all sums paid or payable under such policies, and</p> <p data-bbox="336 1424 869 1451">3 1 5 the proceeds of any or all of the foregoing</p> <p data-bbox="336 1491 1452 1619">3 2 The Chargor undertook to hold upon trust for the Chargee absolutely the entire interest and benefit of the Chargor in and to all that Collateral or any part thereof which could not be charged or assigned by the Chargor together with, without limitation, all proceeds, money and other rights and benefits to which the Chargor is beneficially entitled in respect of such Collateral</p> <p data-bbox="336 1659 1428 1756">3 3 The Chargor covenanted with the Chargee that the Chargor would not without the Chargee's prior written consent create or permit to arise or to subsist any encumbrance, charge or pledge upon the whole or any part of the Collateral</p> <p data-bbox="336 1796 1444 1890">3 4 If the Chargor charges, pledges or otherwise encumbers any of the Collateral, the charges created in the Charge in favour of the Chargee shall rank in priority to such other charges, pledges or encumbrances whether they be fixed, floating or otherwise</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>Continuation Page 2 of 4</p> <p>3 5 The Charge is a continuing security and shall remain in force notwithstanding any intermediate payment or settlement of account or other matter whatsoever and is in addition to and shall not merge into or otherwise prejudice or affect any guarantee, encumbrance or other right or remedy at the date of the Charge or thereafter held by or available to the Chargee and shall not be in any way prejudiced or affected thereby or by the invalidity thereof or by the Chargee at the date of the Charge or thereafter dealing with, exchanging, releasing, modifying or abstaining from perfecting or enforcing any of the same or any right which the Chargee may at the date of the Charge or thereafter have or giving time for payment or indulgence or compounding with any other person</p> <p>SCHEDULE 1 DEFINITIONS</p> <p>"Account(s)" shall bear the meaning ascribed to it in Clause 4 1 3 of the Charge and replicated in paragraph 3 1 3 above,</p> <p>"Collateral" the Chargor's right, title and interest in and to the property charged under clause 3 of the Charge (replicated in paragraph 2 above) and the property assigned under clause 4 of the Charge (replicated in paragraph 3 above),</p> <p>"Encumbrance" any mortgage, charge, assignment for the purpose of security, pledge, lien, right of set off, arrangement for retention of title or hypothecation or trust arrangement for the purpose of, or which has the effect of, granting security, or other security interest of any kind whatsoever and any agreement, whether expressed to be conditional or otherwise, to create any of the same or any agreement to sell or otherwise dispose of any asset on terms whereby such asset is or may be leased to or reacquired or acquired by the person so agreeing or disposing,</p> <p>"Event of Default" any of the occurrences listed in Clause 5 2 of the Charge,</p> <p>"Film" means the feature film provisionally entitled "<u>Strippers vs Werewolves</u>",</p> <p>"Loan Agreement" means the loan agreement dated on or about the date of the Charge between the Chargee and the Chargor in respect of the Film,</p> <p>"Physical Materials" shall mean the materials required to be delivered to the Sales Agent under the Sales Agency Agreement and to the UK Distributor under the UK Distribution Agreement, together with all physical properties of every kind or nature of or relating to the Film whether in existence at the date of the Charge or thereafter made and all versions of the Film, including, without limitation, exposed film, developed film, positives, negatives, prints, answer prints, special effects, pre-print materials, soundtracks, recordings, audio and video tapes and discs of all types and gauges, cut-outs, trims and any and all other physical properties of every kind and nature relating to the Film in whatever state of completion and all duplicates, drafts, versions, variations and copies of each,</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

Continuation Page 3 of 4

"Receiver" means any receiver or manager or administrative receiver,

"Relevant Agreements" the Charge and all those agreements entered into or to be entered into and listed in Schedule 2 below,

"Relevant Party" means each and every party to the Production Agreement, the Charge and the Relevant Agreements other than the Chargee,

"Rights" means all proprietary, statutory, contractual and common law rights throughout the world acquired by the Chargor, whether as owner, maker, author or otherwise, in and to the Film and any other videotape, computer film, computer disk, film and any sound recordings made in the course of the production of the Film, including the screenplay for the Film, and without prejudice to the generality of the foregoing but subject to the Sales Agency Agreement and the UK Distribution Agreement (i) the sole, exclusive and irrevocable right to distribute, reproduce, exhibit, license and otherwise exploit and deal in and with the Film and any and all parts of the Film by all methods and means in any and all media systems and processes now known or in the future devised, (ii) all rights of copyright in the original screenplay of the Film and in all other literary, artistic, dramatic and musical works created or to be created for and whether or not used and/or contained in the Film and, in respect of the music, all rights including the right to synchronise the same with and incorporate the same in the Film and to exploit the music independently of the Film (except for musical performing rights if the composer is a member of the Performing Right Society), (iii) the entire copyright in the Film and any other films and any sound recordings made in the course of the production of the Film or pursuant to any right acquired in connection with or arising from the Film, and (iv) all ancillary, publishing, spin-off and merchandising rights of every kind and nature in or to the Film, including but not limited to commercial tie-ups and sponsorship ,

"Sales Agency Agreement" means the sales agency agreement to be entered into between the Sales Agent and the Chargor in respect of the Film,

"Sales Agent" means Kaleidoscope Film Distribution Limited,

"Security Period" means the period beginning on the date of the Charge and ending on the date on which the Chargee is satisfied that the Secured Obligations have been unconditionally and irrevocably discharged in full and are no longer capable of arising,

"UK Distribution Agreement" means the distribution agreement to be entered into between the UK Distributor and the Chargor in respect of the Film, and

"UK Distributor" means Kaleidoscope Home Entertainment Limited

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

Continuation Page 4 of 4

SCHEDULE 2

RELEVANT AGREEMENTS

Minimum Guarantee Investment Agreement between the Chargor (1), Chargee (2), The Fyzz Facility Limited (3), Flexibon Ltd (4), Simon Lewis (5) and Sarah Peters (6)

Loan Agreement between the Chargee (1) and the Chargor (2)

Deed of Assignment and Security between the Chargee (1) and the Chargor (2)

Sales Agency Agreement between the Chargor (1) and the Sales Agent (2)

UK Distribution Agreement between the Chargor (1) and UK Distributor (2)

Notice of Charge between the Chargee (1), Chargor (2) and Barclays Bank PLC (3)

UK Tax Credit Power of Attorney between the Chargee (1) and Chargor (2)

UK Tax Credit Director's Undertaking between the Chargee (1) and Jonathan Sothcott (2)

Sales Agency Agreement Side Letter between the Chargee (1) and Kaleidoscope Film Distribution Ltd (2)

MG01


Particulars of a mortgage or charge

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 <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, for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
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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).
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9	Signature Please sign the form here
Signature	Signature 
	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 **Anwen Griffiths**

Company name **Lee & Thompson LLP**

Address **4 Gee's Court, St Christopher's Place**

Post town **London**

County/Region **London**

Postcode **W 1 U 1 J D**

Country **UK**

DX

Telephone **020 3073 7670**



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. 6304666
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF SECURITY ASSIGNMENT
AND CHARGE DATED 9 SEPTEMBER 2011 AND CREATED BY
BLACK AND BLUE FILMS LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
KYTE PROPERTY LIMITED 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 27 SEPTEMBER
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 SEPTEMBER
2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

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