

MR01

Particulars of a charge

188339/13



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

You can use the WebFiling  
Please go to www.companieshouse.gov.uk

☒ **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**  
You may not use this form to  
register a charge where  
instrument Use form MF01



THURSDAY

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record

**1** Company details

Company number 0 4 3 9 9 5 6 8  
Company name in full Acamar Films Limited

**2** For official use  
→ **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 date

Charge creation date d1 d8 m0 m2 y2 y0 y1 y4

**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 Barclays Bank Plc

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

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### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

#### Continuation page

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

Description

5

### Fixed charge or fixed security

Does the instrument include a fixed 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

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### Negative Pledge

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

☒ Yes

☐ No

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Particulars of a charge

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**Trustee statement ①**

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

☐

① This statement may be filed after the registration of the charge (use form MR06)

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**Signature**

Please sign the form here

Signature

Signature

X *Daveport Lyons*

X

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

**MR01****Particulars of a charge****Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name **Paul Mustafa**

Company name **Davenport Lyons**

Address **6 Agar Street**

Post town **London**

County/Region

Postcode **W C 2 N 4 H N**

Country

DX **40003 Covent Garden**

Telephone **+44 20 7468 2600**

**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 £13 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.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 4399568

Charge code. 0439 9568 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th February 2014 and created by ACAMAR FILMS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th February 2014.

*OK*

Given at Companies House, Cardiff on 21st February 2014



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

**DATED** 18 February **2014**

**BARCLAYS BANK PLC (1)**

- and -


**ACAMAR FILMS LIMITED (2)**

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**CHARGE**  
over the television programme  
provisionally entitled  
**"BING BUNNY"**

---

We hereby certify that this is  
A true and accurate copy  
Of the original

  
.....  
Davenport Lyons  
6 Agar Street  
London WC2N 4HN

**D**  
**Davenport Lyons**

6 Agar Street, London WC2N 4HN  
Telephone +44 (0)20 7468 2600  
Fax +44 (0)20 7437 8216

## CHARGE

DEED OF CHARGE dated 18 February 2014

### PARTIES:

- (1) **BARCLAYS BANK PLC** acting through its branch at Media Banking Centre, 27 Soho Square, London, W1D 3QR (the "**Bank**"),
- (2) **ACAMAR FILMS LIMITED** (registered no 04399568) of 12 Oval Road, Camden, London, NW1 7DH (the "**Borrower**")

### RECITALS:

- (A) By a Facility Letter of even date herewith, the Bank has agreed to advance the Facility to the Borrower for the production and completion of the Programme defined in clause 11,
- (B) The Borrower has agreed to execute this Charge as security for repayment of the said advance together with interest thereon and all other sums from time to time owing to the Bank in connection with the said advance

### OPERATIVE PROVISIONS:

#### 1. INTERPRETATION

- 1.1 In this Charge, the following expressions shall have the following meanings unless the context otherwise requires

"**Administrator**" means an Administrator appointed in accordance with Paragraph 14 of Schedule B1 of the Insolvency Act 1986 pursuant to this Charge which by virtue of that section is a qualifying floating charge,

"**Agreed Deed of Release**" shall mean the form of deed of release attached at Schedule 1,

"**BBC**" means the British Broadcasting Corporation,

"**BBC Contract**" means the programme rights acquisition agreement in relation to the Programme between the BBC and the Borrower dated 19 March 2013,

"**Bank Security**" means together the BBPL Charge, the Charge and a Debenture granted by the Borrower in favour of the Bank dated 2 August 2013,

"**Business Day**" means a day (other than a Saturday) when banks are open for business both in the country of sending any communication and at the destination,

"**Charge**" means this charge and any and all schedules, annexures and exhibits attached to it or incorporated by reference,

"**Charged Assets**" means the Programme, the Rights and all property and assets charged or to be charged under this Charge in favour of the Bank and all other property and assets which at any time are or are required to be charged in favour of the Bank under this Charge,

"**Facility**" shall have the meaning given to it in the Facility Letter,

"**Facility Letter**" means the facility letter referred to in Recital (A) above,

"**HC**" means Harper Collins Publishers Ltd of 77-85 Fulham Palace Road, London, W6 8JB,

"**HC Contract**" the International Publishing Agreement between the Borrower and HC dated 4 April 2012,

**"Programme"** means the programme or series of television programmes, as defined in Schedule 2,

**"Receiver"** means any receiver or manager (whether appointed pursuant to the Enterprise Act 2002 or otherwise) or administrative receiver appointed by the Bank either solely or jointly (and if more than one on the basis that they may act jointly and severally) under or by virtue of this Charge or any other security interest of the Bank or the Bank's statutory powers,

**"Recoupment Contracts"** means together the BBC Contract and the HC Contract,

**"Reserved Rights"** shall have the meaning given to it pursuant to the Source Rights Acquisition Agreement between the Borrower and Ted Dewan dated 10th October 2006;

**"Rights"** means the rights in respect of the Programme as defined in Schedule 2,

**"Secured Amounts"** means all monies which shall for the time being be due or owing to the Bank by the Borrower (including interest and other proper costs and charges) pursuant to the Facility Letter, the BBPL Charge and the Charge,

**"Source Material"** means all underlying literary, dramatic, lyrical, musical, artistic and other material including without limitation the format, all titles, trademarks, designs and logos used in or in connection with the Programme,

**"UK Tax Credit"** means the enhanced tax deduction with a payable cash element in respect of surrendered losses to which the Borrower may be entitled in respect of the production costs of the Programme, as set out in the UK Tax Credit Legislation, and

**"UK Tax Credit Legislation"** means all legislation and guidance notes relating to the UK Tax Credit including (a) Part 15A of the Corporation Tax Act 2009 (as inserted by the Finance (No 2) Act 2013), and (b) The Cultural Test (Programmes and Video Games) Regulations 2013, all as the same may be amended and supplemented

- 1 2 For the purposes of this Charge all capitalised expressions not otherwise defined herein shall have the meanings ascribed to them in the Facility Letter
- 1 3 Any reference in this Charge to any agreement, statute or statutory provision shall be construed as including a reference to that agreement, statute or statutory provision as from time to time amended, modified, extended or re-enacted whether before or after the date of this Charge and to all statutory instruments orders and regulations for the time being made pursuant to it or deriving validity from it
- 1 4 Expressions used herein that are defined in The Copyright, Designs and Patents Act 1988, shall, unless the context otherwise requires, have the meaning attributed thereto in that Act
- 1 5 Unless the context otherwise requires words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships
- 1 6 The clause headings in this Charge shall not affect its interpretation

## **2. CHARGE AND SECURITY ASSIGNMENT**

- 2 1 The Borrower hereby covenants to pay or discharge to the Bank the Secured Amounts in accordance with the terms of the Facility Letter



2 2 As continuing security for the payment to the Bank of the Secured Amounts and for the performance of the obligations of the Borrower under this Charge the Borrower with full title guarantee

2 2 1 assigns absolutely to the Bank throughout the world (and insofar as necessary by way of present assignment of future copyright pursuant to s 91 of the Copyright Designs and Patents Act 1988) the Borrower's right, title and interest in and to

- (a) the Rights (subject to and with the benefit of the Recoupment Contracts),
- (b) the Recoupment Contracts and all of the Borrower's right, title, benefit and interest to and in the same including, without limitation, any and all sums of money whatever payable to or on account of the Borrower by BBC pursuant to the BBC Contract and HC pursuant to the HC Contract,
- (c) all of the Borrower's rights, interests and benefits in and to the UK Tax Credit and the benefit of all income or moneys payable to the Borrower or to which the Borrower is entitled in respect thereof,
- (d) all income and proceeds derived from the foregoing,
- (e) the benefit of the Insurance Policies now or in the future taken out by the Borrower in respect of the Programme and/or the Rights,

2 2 2 charges by way of first fixed charge to the Bank all the Borrower's right, title and interest in and to

- (a) all of those assets detailed at Clause 2 2 1 above to the extent that they are not effectively assigned pursuant to that clause,
- (b) the Programme (both as presently existing and to be created or acquired by the Borrower),
- (c) the proceeds of the Insurance Policies now or in the future taken out by the Borrower in respect of the Programme and/or the Rights,
- (d) all sums from time to time standing to the credit of the Borrower in the Borrower's Current Account,
- (e) any other assets of the Borrower in relation to the Programme, and

2 2 3 charges by way of a floating charge all of its present and future assets and undertaking including, but not limited to, any and all of the Borrower's rights and interest detailed in sub-clauses 2 2 2 above if and to the extent that the first fixed charge may fail for any reason to operate as a fixed charge Paragraph 14 of Schedule B1 of the Insolvency Act 1986 shall apply to any floating charge created pursuant to this Charge so that this Charge is a qualifying floating charge.

To Hold the same unto the Bank absolutely as security for the payment or discharge of the Secured Amounts

2 3 The Borrower will hold in trust for the Bank absolutely the Borrower's entire interest and benefit in and to the Charged Assets and all other assets intended to be subject to a security interest under this Deed including, without limitation, any part of the Charged Assets which cannot be charged or assigned by the Borrower together with, without limitation, all proceeds, money and other rights and benefits to which the Borrower is beneficially entitled in respect of such Charged Assets

- 2 4 This Charge shall remain in force as a continuing security to the Bank notwithstanding any settlement of account or any other act, event or matter whatever except only the execution by the Bank of an absolute and unconditional release or the execution by or on behalf of the Bank of a receipt for all and not part only of the Secured Amounts and/or the obligations of the Borrower under this Charge, and this Charge shall not prejudice or affect any other security which the Bank may now or at any time hereafter hold in respect of the Secured Amounts or any of them or any part thereof respectively
- 2 5 Notwithstanding the provisions of Clause 2 2 2(d) hereof, the Borrower may draw from the Borrower's Current Account from time to time any and all monies (including without limitation any proceeds received from the UK Tax Credit) required to satisfy the proper costs of production of the Programme in accordance with the Cashflow and the Budget unless and until an Event of Default occurs
- 2 6 The Bank hereby grants the Borrower a licence to (a) undertake and complete the production, post-production, completion and delivery of the Programme, subject in all respects to the security hereby created, and the Borrower hereby agrees that the Bank may terminate such licence if the security hereby created becomes enforceable for any reason whatsoever, and until further notice (b) enter into licence agreement, production services agreements, merchandising agreements and any and all other such licensing/distribution agreements provided all such agreements are entered into in the normal course of business on arm's length commercial terms

### **3. CONVERSION OF FLOATING CHARGE AND AUTOMATIC CRYSTALLISATION**

- 3 1 The Bank may at any time, by notice in writing to the Borrower, convert the floating charge created hereunder into a fixed charge in relation to the assets specified in such notice
- 3 2 Upon the occurrence of any Event of Default the floating charge created hereunder will (in addition to the circumstances in which the same will occur under the general law) immediately and automatically, without any requirement for notice by the Bank, convert into a fixed charge over all the assets of the Borrower that are the subject of the floating charge

### **4 ENFORCEMENT**

- 4 1 The Charge created hereby shall become enforceable upon the happening of an Event of Default referred to in the Facility Letter, save that the Bank will not exercise any of its rights under the Charge if the Chargor has, within the Cure Period, (i) remedied such Event of Default (save that without limitation an Insolvency Default shall not be capable of remedy), or (ii) repaid the Bank in full the Secured Sums, without prejudice to the Bank's rights under the Facility Letter
- 4 2 On or at any time after this Charge has become enforceable (and without prejudice to the statutory power of sale conferred by the Law of Property Act 1925 which is applicable to this Charge but subject always to Clauses 4 1 above and 18 below) the Bank shall be entitled to sell the Charged Assets or any part or parts of them or otherwise exploit them or turn them to account for such price and in such manner as the Bank in its absolute discretion may think fit
- 4 3 The Bank shall on receipt of any proceeds resulting from any of the acts of enforcement referred to in clause 4 2 apply the same in or towards repayment of any part of the Secured Amounts as the Bank may determine The Bank shall be entitled to the repayment of all costs, fees and charges it may incur as a consequence of the enforcement of this Charge

- 4 4 If on enforcement of this Charge there shall remain any sum of money after all Secured Amounts have been paid in full such, unless otherwise required by law, sum of money shall be made available to the Borrower
- 4 5 The Law of Property Act 1925 Section 103 and the restriction contained in Section 93 shall not apply to the security created by this Charge
- 4 6 Subject to Clause 4 1 above, in addition to the foregoing provisions of this clause the Bank may at any time after an Event of Default appoint in writing a Receiver of the Charged Assets on such terms as to remuneration and otherwise as it shall think fit and may from time to time remove any Receiver and appoint another in his or their stead
- 4 7 Subject to Clause 4 1 above, in addition to the foregoing provisions of this clause the Bank may at any time after an Event of Default appoint an Administrator pursuant to Paragraph 14 of Schedule B1 of the Insolvency Act 1986
- 4 8 If a Receiver is appointed such Receiver shall be the agent of the Borrower and have all the powers set out in Schedules 1 and B1 to the Insolvency Act 1986 and in addition shall have the power
- 4 8 1 to take possession of, get in and enforce the Charged Assets,
- 4 8 2 to take any steps that may be necessary or desirable to effect compliance with any or all of the agreements charged or assigned pursuant to this Charge and to carry on, manage or concur in carrying on and managing the business of the Borrower or any part of the same in relation to the Programme and for any of those purposes to raise or borrow from the Bank or otherwise any money that may be required upon the security of the whole or any part of the property or assets charged or assigned by this Charge,
- 4 8 3 to institute proceedings and sue in the name of the Borrower and to appoint managers, agents and employees at such salaries as the Receiver may determine,
- 4 8 4 to sell or license or concur in selling or licensing the interest of the Borrower in the Charged Assets or otherwise deal therewith and on such terms in the interest of the Bank as the Receiver thinks fit,
- 4 8 5 to appoint and discharge managers, advisers, officers, agents, contractors, workmen and employees for any of the aforesaid purposes for such remuneration and on such other terms as the Bank or the Receiver shall think fit,
- 4 8 6 to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do, and
- 4 8 7 to make any arrangement or compromise and enter into any contract or do any other act or make any omission which he shall think expedient in the interest of the Bank and to do any other act or thing which a Receiver appointed under the Law of Property Act 1925 or the Insolvency Act 1986 would have power to do subject to the provisions of this Charge PROVIDED ALWAYS that nothing contained in this Charge shall make the Bank liable to such Receiver as aforesaid in respect of the Receiver's remuneration, costs, charges or expenses or otherwise
- 4 9 At any time after the security created hereunder becomes enforceable and subject always to Clause 18 below, the Bank or a Receiver may (but shall not be obliged to) do all such things and incur all such expenditure as the Bank or such Receiver shall

in its sole discretion consider necessary or desirable to remedy such default or protect or realise the Charged Assets or its interests under this Charge and in particular (but without limitation) may enter upon the Borrower's property and may pay any monies which may be payable in respect of any of the Charged Assets and any monies expended in so doing by the Bank or the Receiver shall be deemed an expense properly incurred and paid by the Bank and the Borrower shall reimburse the same on demand to the Bank

- 4 10 If an Administrator is appointed such Administrator will have all the powers conferred on them by statute including all the powers set out at Schedule 1 of the Insolvency Act 1986

## **5. COVENANTS AND WARRANTIES**

The Borrower warrants, undertakes and agrees with the Bank as follows

- 5 1 subject only to the Bank Security, that it is the sole, absolute legal and beneficial owner of the Charged Assets and that none of the Charged Assets are the subject of any mortgage, charge, lien, pledge, incumbrance or security interest (other than pursuant to exploitation agreements entered into by the Chargor in the ordinary course of business);
- 5 2 not without the prior written consent of the Bank to sell, transfer, dispose of or part with possession or control of or attempt to sell transfer or dispose of the Charged Assets or any part of them or any interest in them nor, save only for the Bank Security, directly or indirectly create or permit to exist or be created any mortgage, charge, lien, pledge, incumbrance or security interest upon or in the Charged Assets or any part of them,
- 5 3 not without the prior written consent of the Bank to make any modification or permit any modification to be made to the Programme or the Rights if such modification may have an adverse effect on the security of the Bank whether under this Charge or otherwise,
- 5 4 to maintain the Programme in good and serviceable condition (fair wear and tear excepted) and not to permit the same to be used, handled or maintained other than by persons properly qualified and trained,
- 5 5 not to part with possession or entrust with any third party the Materials (as that term is defined in the Facilities House Letter) including without limitation depositing the Materials (for whatever reason) with any post production facility or facilities house without first obtaining the Bank's prior written permission which shall, in any event, not be given unless and until the Bank receives from such third party a fully executed original copy of the Facilities House Letter and for the avoidance of doubt not to move the Materials from any post production facility or facilities house to another without first obtaining the Bank's prior written permission as set out in this clause,
- 5 6 not to permit or procure the terms of the Facilities House Letter to be varied without the prior consent of the Bank,
- 5 7 promptly to pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Programme and the Rights or any part of any of them and on demand procure evidence of payment to the Bank,
- 5 8 to obtain all necessary certificates, licenses, permits and authorisations from time to time required for the production of the Programme and the protection of the Rights in accordance with the provisions of the Recoupment Contracts and the Funding Agreements and not to do or permit to be done any act or omission whereby the Programme or its production, distribution, broadcast or exhibition would contravene any relevant rules and regulations for the time being in force,

- 5 9 immediately to notify the Bank of any material loss, theft, damage or destruction to the Programme and/or breach of the Rights or any part of them,
- 5 10 to give the Bank such information concerning the location, condition, use and operation of the Programme as the Bank may require and to permit any persons designated by the Bank at all reasonable times to inspect and examine the Programme and the records maintained in connection with them;
- 5 11 to do all in the Borrower's power to protect and preserve the Rights,
- 5 12 not to allow any counterclaim or set-off or other equity in respect of any sum payable in relation to the Programme and/or the Rights,
- 5 13 in the event the Bank terminate the licence granted pursuant to clause 2 6 above, not to enter into any agreement relating to the distribution or exploitation of the Programme or any of the Rights (other than the Funding Agreements) without the prior written approval of the Bank,
- 5 14 not to modify or vary or waive any of the Borrower's rights pursuant to the Recoupment Contracts without the consent of the Bank such consent not to be unreasonably withheld,
- 5 15 to observe and perform at all times throughout the continuance of this security all obligations and warranties on the part of the Borrower pursuant to the Facility Letter which warranties shall be deemed to be repeated herein for the benefit of the Bank for the purposes of this clause,
- 5 16 at all times while there is any amount outstanding under the Facility Letter to maintain all insurance policies required to be maintained pursuant to the Facility Letter,
- 5 17 the Borrower further covenants
- 5 17 1 not to do anything nor to allow anything to be done whereby any policy or policies of insurance on the Programme and/or the Rights may be or become void or voidable or whereby any such insurances might be prejudiced, cancelled, avoided or made subject to average,
- 5 17 2 to renew all insurances at least 14 days before the relevant policies or contracts expire and to procure that the approved broker shall promptly confirm in writing to the Bank when each such renewal is effected,
- 5 17 3 promptly to pay all premiums, calls, contributions, or other sums payable in respect of all such insurances and to produce all relevant receipts when so required by the Bank failing which the Bank may pay such premiums itself and the amount of the premiums and all costs, charges and expenses relating to that payment shall be repaid by the Borrower to the Bank and until so repaid shall be added to this security,
- 5 17 4 upon the happening of any event giving rise to a claim under any insurances forthwith to give notice to the appropriate insurers and to the Bank, and
- 5 17 5 to reimburse the Bank the cost to the Bank of effecting any policy of insurance to protect the interest of the Bank in the Programme and/or the Rights as mortgagee,
- 5 18 prior to the date hereof and on the occasion of each renewal of the insurances required pursuant to clause 5 16, the Borrower shall procure that its insurance brokers issue to the Bank a letter confirming the subsistence of the insurances in accordance with the terms hereof,

- 5 19 the Bank shall apply monies received pursuant to a claim for an actual, agreed or constructive total loss of the Programme in the following order
- 5 19 1 in or towards payment of all reasonable costs and expenses whatsoever incurred by the Bank or the Receiver in or about the collection of such claim and permitted hereunder,
- 5 19 2 in or towards repayment of any part of the Secured Amounts as the Bank decides,
- 5 19 3 the surplus (if any) to be paid to the Borrower, unless otherwise required by law,
- 5 20 the Bank shall apply all monies received pursuant to any other claim in paying directly for repairs, or other charges in respect of which such proceeds were paid, or in reimbursing the Borrower for any such repairs or other charges, and
- 5 21 the Bank shall not be obliged to make any enquiry as to the nature or sufficiency of any payment made under the Recoupment Contracts or to make any claim or take any other action to collect any money or to enforce any rights and benefits assigned to the Bank or to which the Bank may at any time be entitled under the Charge

## **6. SET-OFF**

- 6 1 In addition to any lien or right to which the Bank may be entitled by law, upon or after an Event of Default the Bank may at any time and from time to time without notice and both before and after demand set-off the whole or any part of the Secured Amounts against any deposit or credit balance on any account of the Borrower with the Bank (whether or not that deposit or balance is due to the Borrower).
- 6 2 Despite any term to the contrary in relation to any deposit or credit balance on any account of the Borrower with the Bank, that deposit or balance will not be repayable to the Borrower before all the Secured Amounts have been discharged but the Bank may without prejudice to this Charge permit the Borrower to make withdrawals from time to time

## **7. GRANT OF TIME OR INDULGENCE**

The security created by this Charge shall not be affected or prejudiced in any way by the Bank giving time or granting any indulgence to the Borrower or accepting any composition from or compounding with or making any other arrangement with the Borrower in respect of the Secured Amounts and the Bank may enforce the security created by this Charge and any other security it may hold in respect of such Secured Amounts in any order which it may in its absolute discretion think fit

## **8. ASSIGNMENT**

The Bank shall be entitled to assign, transfer, charge, sub-charge or otherwise grant security over or deal in all or any of its rights, title and interest in this Charge

## **9. PROTECTION OF THIRD PARTIES**

- 9 1 No purchaser, mortgagee or other third party dealing with the Bank and/or any Receiver shall be concerned to enquire whether any of the powers which they have exercised or purported to exercise has arisen or become exercisable or whether the Secured Amounts remain outstanding or as to the propriety or validity of the exercise or purported exercise of any such power and the title of a purchaser or other person and the position of such a person shall not be prejudiced by reference to any of those matters

- 9 2 The receipt of the Bank or any Receiver shall be an absolute and conclusive discharge to any such purchaser, mortgagee or third party and shall relieve such person of any obligation to see to the application of any sums paid to or by the direction of the Bank or any Receiver

## **10. PROTECTION OF THE BANK AND RECEIVER**

- 10 1 Neither the Bank or the Receiver shall be liable to the Borrower in respect of any loss or damage which arises out of the exercise or the attempted or purported exercise of or the failure to exercise any of their respective powers
- 10 2 Without prejudice to the generality of clause 10 1 entry into possession of the Programme or the Rights or any part of them shall not render the Bank or any Receiver liable to account as mortgagee in possession and if and whenever the Bank or any Receiver enters into possession of the Programme or the Rights or any part of them they may at any time go out of such possession

## **11. POWER OF ATTORNEY**

- 11 1 Subject to Clause 4 1 above, upon the happening of an Event of Default, the Borrower hereby irrevocably and by way of security appoints the Bank and if any Receiver has been appointed the Bank and Receiver jointly and severally the Attorney and Attorneys of the Borrower and its name and on its behalf and as its act and deed to sign, execute and do all acts, things and documents which the Borrower is obliged or which a Receiver is empowered to execute or do under this Charge
- 11 2 Subject as aforesaid this appointment shall operate as a general power of attorney made under Section 10 of the Powers of Attorney Act 1971. This power of attorney shall terminate without further notice on the reassignment under Clause 18 hereof
- 11 3 The Borrower hereby covenants with the Bank that on request it will ratify and confirm all documents, acts and things and all transactions entered into by the Bank or by the Borrower at the instance of the Bank in the exercise or purported exercise of the aforesaid powers

## **12. INDEMNITY**

- 12 1 The Borrower shall on demand pay the Bank all reasonable expenses (including legal and out-of-pocket expenses) incurred by it in connection with the variation of this Charge, or in connection with the preservation, enforcement or the attempted preservation or enforcement of its rights under the Charge
- 12 2 The Borrower covenants with the Bank fully to indemnify the Bank and the Receiver against all actions, demands, claims, proceedings, liabilities, costs (including, without prejudice to the generality of the foregoing, legal costs of the Bank or the Receiver on a solicitor and own client basis), awards, damages, charges and expenses howsoever arising which the Bank or the Receiver may incur (in the case of the Bank, whether before or after a demand has been made for payment or discharge of the Secured Amounts)
- 12 2 1 in consequence of anything done or purported to be done by the Bank or the Receiver under this Charge, the Facility Letter or any other document relating thereto or of any failure by the Borrower to comply with its obligations to the Bank thereunder or otherwise in connection therewith, or
- 12 2 2 in consequence of any payment in respect of the Secured Amounts (whether made by the Borrower or any other party) being impeached or declared void for any reason whatsoever

- 12.3 The amounts payable under clauses 12.1 and 12.2 shall carry interest in accordance with the terms of the Facility Letter from the date on which they were paid or incurred by the Bank or the Receiver (as the case may require) and such amounts and interest may be debited by the Bank to any account of the Borrower at the Bank, but shall in any event form part of the Secured Amounts and accordingly be secured on the Charged Assets

**13. FURTHER ASSURANCE**

The Borrower shall on demand execute any document and do any other act or thing which the Bank may specify for perfecting any security created or intended to be created by this Charge or which the Bank or the Receiver may specify with a view to facilitating the exercise, or the proposed exercise, of any of their powers

**14. OTHER SECURITY**

This security is in addition to and shall not be merged in or in any way prejudice or be prejudiced by any other security, interest, document or right which the Bank may now or at any time hereafter hold or have as regards the Borrower or any other person in respect of the Secured Amounts

**15. WAIVERS, REMEDIES CUMULATIVE**

The powers which this Charge confers on the Bank are cumulative and without prejudice to its powers under general law and may be exercised as often as the Bank deems appropriate. The rights of the Bank and the Receiver (whether arising under this Charge or under the general law) shall not be capable of being waived or varied otherwise than by an express waiver or variation in writing, and in particular any failure to exercise or any delay in exercising on the part of the Bank or the Receiver any of the rights shall not operate as a waiver or variation of that or any other such right, any defective or partial exercise of any such right shall not preclude any other or further exercise of that or any other such right, and no act or course of conduct or negotiation on the part of either the Bank or the Receiver or on its or their behalf shall in any way preclude either the Bank or the Receiver from exercising any such right or constitute a suspension or variation of any such right

**16. THE BANK'S COSTS AND EXPENSES**

All costs charges and expenses incurred hereunder by the Bank and all other moneys paid by the Bank in perfecting or otherwise in connection with this security including (without prejudice to the generality of the foregoing) all costs of the Bank of all proceedings for enforcement of the security hereby constituted or for obtaining payment of the Secured Amounts (and so that any taxation of the Bank's costs, charges and expenses shall be on the basis of Solicitor and own client) shall be recoverable from the Borrower as a debt and may be debited to any account of the Borrower and shall bear interest accordingly and shall be charged on the Charged Assets and the charge hereby conferred shall be in addition and without prejudice to any and every other remedy, lien or security which the Bank may have or but for the said charge would have for the Secured Amounts or any part thereof

**17. POWER OF SALE**

The power of sale conferred on mortgagees by the Law of Property Act 1925 shall apply to the security hereby created but without the restrictions contained in the said Act as to giving notice or otherwise and the statutory power of sale shall as between the Bank and a purchaser or other person dealing with the Bank or a Receiver arise on and be exercisable at any time after the execution of this Charge PROVIDED



THAT the Bank shall not exercise the said power of sale payment of the Secured Amounts has been demanded or the Receiver has been appointed, and subject always to Clause 4 1 above, but this proviso shall not affect such a purchaser or other person or put him upon enquiry whether such demand or appointment has been made

**18. DISCHARGE AND RE-ASSIGNMENT**

Upon repayment in full to the Bank of the Secured Amounts at any time after the date hereof the Bank will (a) at the request of the Borrower execute the Agreed Deed of Release to discharge this Charge and re-assign the Borrower's rights in and to the assets assigned pursuant to clause 2 hereof, (b) notify Tandem Limited that the Bank's lien over the production materials has been discharged

**19. NOTICES**

- 19 1 Any demand, notice or other communication given or made under this Charge shall be in writing and may be delivered to the relevant party or sent by first class prepaid recorded delivery letter or facsimile transmission (to be confirmed by delivery of a hard copy by post by recorded delivery) to the address of that party specified in this Charge or to that party's facsimile transmission number thereat or such other address or number as may be notified hereunder by that party from time to time for this purpose and shall be effectual notwithstanding any change of address not so notified
- 19 2 Unless the contrary shall be provided, each such demand, notice or communication shall be deemed to have been given or made and delivered, if by letter, 24 hours after posting, if by delivery, when left at the relevant address and, if by facsimile transmission, when transmitted (provided that the sender is in possession of an answer back or automatic print out confirming successful transmission)

**20. INVALIDITY OF ANY PROVISION**

If at any time any one or more of the provisions of this Charge becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby

**21. GOVERNING LAW**

This Charge (including non-contractual obligations or claims arising out of or in connection with it) shall be governed by and construed in accordance with the law of England the courts of which shall be the courts of competent jurisdiction

**SCHEDULE 1**  
**Agreed Deed of Release**

**DATED** \_\_\_\_\_ **20** \_\_\_\_\_

\_\_\_\_\_ **LIMITED**

and

**BARCLAYS BANK PLC**

---

**DEED OF RELEASE**

**Relating to**

**“\_\_\_\_\_”**

---



**Davenport Lyons**

30 Old Burlington Street, London W1S 3NL  
Telephone +44 (0)20 7468 2600  
Fax +44 (0)20 7437 8216

THIS DEED OF RELEASE is made the                      day of                      20

**BETWEEN:**

- (1)       LIMITED (registered number ) whose registered office is at ("the Chargor"),
- (2)       **BARCLAYS BANK PLC** of ("the Chargee")

**INTRODUCTION**

Pursuant to a charge dated and made between the Chargor and the Chargee (the "**Security Agreement**"), the Chargor assigned to the Chargee by way of security (the "**Security Interest**") all of the Chargor's right title and interest in, to and over certain property as more particularly described in the Security Agreement in respect of the television programme entitled ("the Programme")

**OPERATIVE PROVISIONS**

**1. Release by Chargee**

The Chargee hereby acknowledges receipt of repayment of the Secured Amounts (as defined in the Security Agreement) and unconditionally releases, discharges and reassigns to the Chargor all that property in respect of the Programme assigned and/or charged under the Security Agreement (the "**Charged Assets**") TO HOLD to the Chargor free from the Security Interest and the Security Agreement

This Deed of Release has been executed as a deed by the party hereto and is intended to be and is hereby delivered on the date first above written

Executed and unconditionally                      )  
delivered as a deed by                      )  
authorised signatories for and                      )  
on behalf of **BARCLAYS BANK PLC**                      )

## **SCHEDULE 2**

### **The Programme**

A series of seventy eight (78) television programmes each having a running time of approximately seven (7) minutes each provisionally entitled Bing Bunny together with all tangible property now in existence and owned by the Borrower and hereafter created or acquired in respect of the Programme, including, but not limited to

- 1 All positives, negatives, master tapes, audio-tape, computer film, computer disk and preprint elements capable of producing prints and all copies of the Programme and any other videotape and film, together with the soundtrack and all sound recordings made in the course of the production of the Programme or pursuant to any right acquired in connection with the production of the Programme or arising therefrom, whether now or hereafter in existence
- 2 All copies of the screenplay(s) or treatments of the Programme and musical scores thereof and any sketches and designs thereof, including copyright in the same
- 3 The Borrower's interest in all property of every kind acquired for the production of the Programme including any musical work created or to be created for the Programme, sets, costumes, new materials and cameras
- 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**

Excluding only the Reserved Rights, all proprietary, statutory, contractual and common law rights throughout the world of the Borrower whether as owner, maker, author or otherwise in and to the Programme including the Source Material, and without prejudice to the generality of the foregoing

- 1 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
- 2 All rights of copyright throughout the world in the original screenplay or treatment of the Programme 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 Programme and in respect of the music all rights throughout the world to synchronise the same with and incorporate the same in the Programme and to the extent that the Borrower has acquired the same the right to exploit the music and the Source Material independently of the Programme (except for musical performing rights if the composer is a member of the Performing Right Society)
- 3 All ancillary publishing, spin-off and merchandising rights of every kind and nature in or to the Programme, including but not limited to novelisation and publishing rights and commercial tie-ups and sponsorship
- 4 All rights of the Borrower pursuant to any agreement, arrangement or contract made with any person, firm or company in connection with or relating to the production or distribution of the Programme

**DULY EXECUTED** as a Deed on the day of the year written above

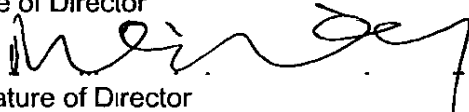
**EXECUTED** as a Deed by  
**ACAMAR FILMS LIMITED**  
acting by

)  
)  
)

MJ SHIELDS

Name of Director

Signature of Director



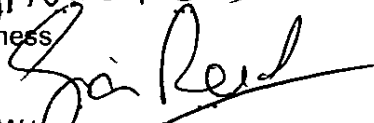
In the presence of

Name of Witness

Signature of Witness

Occupation of Witness

GAVIN REID



ACCOUNTANT

Witness address

FLAT 8 ISENFIELD ROAD  
LONDON N1 5EN