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COMPANIES FORM No. 395

Particulars of a mortgage or charge

219 379/13

395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

[1 3]

5214060

Name of company

* Ingenious Media Services Limited (the "Chargor")

Date of creation of the charge

18 August 2009

Description of the instrument (if any) creating or evidencing the charge (note 2)

Security Deposit Agreement and Charge on Cash Deposit (the "Charge") between the Chargor and Coutts and Company (the "Chargee") in respect of the television series provisionally entitled "Kingdom 3" (the "Programme").

Amount secured by the mortgage or charge

all the Chargor's actual and/or contingent counter indemnity obligations in respect of the Letter of Credit which may from time to time arise as a matter of law and its actual or contingent obligations which may from time to time arise under the Charge (the "Secured Obligations")

All capitalised terms not defined herein shall have the meaning given to them in Schedule 1 of this Form 395.

Names and addresses of the mortgagees or persons entitled to the charge

Coutts and Company, 440 Strand, London

Postcode WC2R 0QS

Presentor's name address and reference (if any):

Reed Smith
The Broadgate Tower
20 Primrose Street
London
EC2A 2RS

NDG/736106.00220

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

THURSDAY



LD2

L1SGUCRR

27/08/2009

268

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

THE CHARGE

The Chargor has charged, by way of first fixed charge in favour of the Chargee with full title guarantee and as a continuing security for the due and punctual performance and observance of the Secured Obligations all of the Chargor's right, title and interest in and to the Deposit Account and the Reference Fund (both present at the date of the Charge and in the future) from time to time and all causes of action which may from time to time be available to the Chargor in respect of the Deposit Account and the Reference Fund and all rights arising in respect of the Deposit Account and the Reference Fund. The Chargor has agreed that, in the event that the charge made or created pursuant to the provisions of Clause 3.2 of the Charge is not effective, it shall hold by way of security all of its right, title and interest in and to the Deposit Account and the Reference Fund on trust for application in accordance with the provisions of the Charge.

Continued on the Continuation Sheet to this Form 395.

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

Signed Reed Smith LLP

Date 26/8/09

On behalf of ~~XXXXXXXXXXXX~~ [chargee] †

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to Companies House.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

COMPANY NAME: Ingenious Media Services Limited
COMPANY NUMBER: 5214060

CONTINUATION SHEET 1
SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

NEGATIVE PLEDGE

The Chargor has further represented and warranted to the Chargee that:

- (a) it is the absolute legal and beneficial sole owner of the Deposit Account, the Initial Deposit and the Reference Fund; and
- (b) it has not created, agreed to create or permitted to exist any Security Interest (however ranking in priority) of any nature whatsoever in, over or affecting the Reference Fund or the Deposit Account, other than the Security Interests created under the Charge; and
- (c) except pursuant to the Operative Letter of Credit Documents, the Chargor has not sold or agreed to sell or otherwise disposed of or agreed to dispose of, and (save with the Chargee's prior written consent) will not at any time during the subsistence of the Charge sell or agree to sell or otherwise dispose of or agree to dispose of the benefit of all or any of the Chargor's right, title and interest in and to the Reference Fund or the Deposit Account or any part thereof.

COMPANY NAME: Ingenious Media Services Limited
COMPANY NUMBER: 5214060

SCHEDULE 1
DEFINITIONS

"Beneficiary" means Ingenious Broadcasting 2 LLP (incorporation number OC324084), a limited liability partnership organised and existing under the laws of England, whose principal place of business is at 15 Golden Square, London W1F 9JG;

"Deposit Account" means the account in the name of the Chargor with the Chargee as detailed in the Charge, and includes any re-designation thereof;

"Initial Deposit" means the sum as defined in the Charge;

"Letter of Credit" means the transferable letter of credit (together with all substitutes and replacements thereof) issued or to be issued by the Chargee in favour of the Beneficiary and substantially in the form attached to the Charge as Annex 1;

"Operative Letter of Credit Documents" means together the Letter of Credit, the Charge, and any other document, instrument or agreement entered or subsequently entered into between the Chargee and the Chargor relating to any payment, liability or obligation to be made or incurred in connection with the Charge or the Letter of Credit or to the transactions contemplated hereby or thereby and designated an Operative Letter of Credit Document by the Chargee;

Reference Fund means the Initial Deposit deposited or to be deposited pursuant to Clause 2.1 of the Charge together with any other sum or sums from time to time deposited in, credited to or standing to the credit of the Deposit Account and any and all earnings and interest thereon and proceeds thereof whether in addition to or by way of renewal or replacement of any sum or sums previously deposited less the sums withdrawn from or paid from the Deposit Account from time to time in accordance with the Charge or pursuant to the Letter of Credit; and

Security Interest means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or other agreement or arrangement having similar effect.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

**COMPANY NO. 5214060
CHARGE NO. 31**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY DEPOSIT AGREEMENT
AND CHARGE ON CASH DEPOSIT DATED 18 AUGUST 2009 AND
CREATED BY INGENIOUS MEDIA SERVICES LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO COUTTS AND COMPANY UNDER THE TERMS OF
THE AFOREMENTIONED INSTRUMENT CREATING OR
EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO
CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 27
AUGUST 2009**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 AUGUST 2009



Companies House
— for the record —



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