

# MG01

## Particulars of a mortgage or charge



179606/13

**A fee is payable with this form.**

We will not accept this form unless you send the correct fee.  
Please see 'How to pay' on the last page.

☒ **What this form is for**  
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland.

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

SATURDAY



A10 30/01/2010 273  
COMPANIES HOUSE

<b>1 Company details</b>		For official use
Company number	0 6 4 6 2 1 3 0	<b>→ Filling in this form</b> Please complete in typescript or in bold black capitals.  All fields are mandatory unless specified or indicated by *
Company name in full	GGR Distribution Limited (the "Chargor")	
<b>2 Date of creation of charge</b>		
Date of creation	d2 d2 m0 m1 y2 y0 y1 y0	
<b>3 Description</b>		
Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'.		
Description	The Deed of Security Assignment and Charge (the "Charge") between Lip Sync Productions LLP (the "Chargee") and the Chargor over the film provisionally entitled "The Great Ghost Rescue" (the "Film").	
<b>4 Amount secured</b>		
Please give us details of the amount secured by the mortgage or charge.		<b>Continuation page</b> Please use a continuation page if you need to enter more details.
Amount secured	All monies, obligations and liabilities now or at any time due from, owing or incurred by the Chargor and the other Default Relevant Parties to the Chargee and whether such monies, obligations or liabilities are express or implied, present or future, actual or contingent, joint or several, incurred as principal or surety or in some other capacity and whether unascertained or unmatured including the performance and discharge of all of each Default Relevant Parties' obligations under the Relevant Agreements to which it is a party, the repayment of the Lip Sync Investment to the Chargee and the payment to the Chargee of the Premium (as defined in the Investment Agreement) and all other amounts due, payable, owing or outstanding to the Chargee or any third party pursuant to the Investment Agreement (the "Secured Obligations").	

# 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.

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

Name **T** Lip Sync Productions LLP

Address 195 Wardour Street

London

Postcode W 1 F 8 A Q

Name

Address

Postcode

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

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

Short particulars

#### 3. ASSIGNMENT

The Chargor, as continuing security for the payment and discharge of the full amount of the Secured Obligations, assigns to the Chargee absolutely 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 (both present and future, vested and contingent, statutory or otherwise) in and to the following but (notwithstanding anything to the contrary contained herein) excluding the Excluded Assets:-

- 3.1 the entire copyright and all of the Chargor's other rights in and to the Film and all elements contained therein or any parts thereof and all rights and interests in copyright and renewals and extensions of copyrights, common law and statutory, obtained before or after the date of this Charge upon the whole or any part of the Film or Source Material and the right (but not the obligation) to register any claim under copyright and to renew and extend such rights and the right (but not the obligation) to sue in the name of the Chargor and/or in the name of the Chargee for past, present and future infringements of copyright
- 3.2 all rights of every kind and nature in and to the Source Material acquired or created by the Chargor to enable the Film to be produced and exploited in any and all media and by any and all means now known or invented in the future;
- 3.3 all rights of every kind and nature in and to any and all music and musical compositions created for, or from time to time used in, the Film, including all rights to perform, copy, record, rerecord, produce, publish, reproduce or synchronise all of such music or musical compositions and all record, soundtrack recording and music publishing rights;
- 3.4 all ancillary, publishing, spin-off, commercial exploitation and merchandising rights of every kind and nature in the Film and/or arising out of or in connection with or inspired by the Film, the title of the Film and/or the characters appearing in the Film, including commercial tie-ups and sponsorships;

# 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>3.5 all contracts and contract rights, agreements for personal services, book debts and all personal property of the Chargor relating to the Film or the Source Material and ancillary rights therein;</p> <p>3.6 all rights to distribute, lease, licence, sell, exhibit, broadcast or otherwise deal with the Film, underlying material and ancillary rights by all methods and means in all media throughout the universe including the Chargor's entitlement to receive all monies and other proceeds derived therefrom;</p> <p>3.7 all the Chargor's rights, interests and benefits in and to the Relevant Agreements;</p> <p>3.8 the revenues from book debts owed to the Chargor or in respect of, and proceeds of, any or all of the above including any and all sums, proceeds, money, products, profits or other property obtained or to be obtained from the distribution, exhibition, sale or other uses or dispositions of the Film or any part of the Film, including all proceeds, profits and products, whether in money or otherwise, from the sale, rental or licensing of the Film and/or any of the elements of the Film including from rights in the Source Material or ancillary collateral, allied, subsidiary and merchandising rights;</p> <p>3.9 all rights under, or in connection with, all contracts and policies of insurance or indemnity relating to any of the Charged Assets taken out by or on behalf of the Chargor or (to the extent of its interest) in which the Chargor has an interest, all claims of whatsoever nature relating thereto and all returns of premiums in respect of such contracts or policies;</p> <p>3.10 all inventions, processes, formulae, licences, patents, patent rights, trademarks, trademark rights, service marks, service mark rights, trade names, trade name rights, logos, indicia, corporate and company names, business source or business identifiers and renewals and extensions thereof, whether now owned or hereafter acquired, and the accompanying good will and other like business property rights relating to the Film, and the right (but not the obligation) to register claims under such trademark or patents; to renew and extend such trademarks or patents; to sue in the name of the Chargor or in the name of the Chargee for past, present or future infringement of trademark or patent;</p> <p>3.11 all other rights and tangible and intangible properties created or acquired or to be created or acquired by the Chargor in connection with the Film; and</p> <p>3.12 the products and proceeds of any and all of the foregoing</p> <p>(together, the 'Rights'), for the Chargee TO HOLD the same absolutely, throughout the universe, for the full period of copyright (or other rights) in the same wherever subsisting or acquired and all renewals and extensions thereof, and thereafter (insofar as may be or become possible) in perpetuity.</p>	

**6 Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged.

Short particulars

**4. CHARGE**

**4.1** The Chargor, as continuing security for the full and timely performance of the Secured Obligations, hereby charges by way of fixed charge with full title guarantee in favour of the Chargee free of all Encumbrance of any kind (other than the Permitted Encumbrances), the Chargor's right, title and interest (both present and future, vested and contingent, statutory or otherwise) in and to the following throughout the universe but (notwithstanding anything to the contrary contained herein) excluding the Excluded Assets: -

**4.1.1** all materials which from time to time the Chargor is required to or does deliver to the Sales Agent or any other person and all other physical properties of every kind or nature of or relating to the Film and all versions and parts of such physical properties, including all physical properties relating to the development, production, completion, delivery, exhibition, distribution or other exploitation of the Film;

**4.1.2** all physical elements of the Film, including (i) all pre-print elements capable of producing prints or additional pre-print elements including master negatives, negatives, duplicate negatives, colour reversals, intermediates, fine grain master prints, lavenders, colour separations, matrices, interpositives and internegatives and all other forms of pre-print elements which may be necessary or desirable to produce prints or other copies or additional pre-print elements whether now known or hereafter devised; (ii) all positive prints, negatives, prints, exposed film, developed film, answer prints, special effects materials, film, video tapes, discs, cut-outs and trims and (iii) all soundtrack elements including master magnetic tracks, audio and video tapes and discs of all types and gauges, all other optical sound track recordings and music cue sheets; 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 of the aforesaid;

**4.1.3** any and all documents, receipts or books and records (including documents or receipts of any kind or nature issued by any pledgeholder, warehouseman or bailee) with respect to the Film and any element thereof;

**4.1.4** all sums from time to time standing to the credit of the Chargor in the Accounts and the debt represented thereby and all rights of the Chargor relating to the Accounts;

**4.1.5** all machinery, electrical and electronic components, equipment, fixtures, furniture, office machinery, vehicles, trailers, implements and other tangible personal property of every kind and description relating to the Film (including all wardrobe, props, mikes, scenery, sound stages, movable, permanent or vehicular dressing rooms, sets, lighting equipment, cameras and other photographic, sound recording and editing equipment, projectors, film developing equipment and machinery) and all goods of like kind or type now owned or hereafter acquired by the Chargor in substitution or replacement thereof, and all additions and accessions thereto and all rents, proceeds and products thereof including the rights to insurance covering such equipment, wherever any of the foregoing is located;

**4.1.6** all other properties, assets, agreements and rights which are related to or used in connection with the Film to the extent the same (i) do not form part of the property assigned or (ii) are not effectively assigned, pursuant to Clause 3; and

**4.1.7** the products and proceeds of any and all of the foregoing.

# 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>4.2 The Chargor, by way of continuing security for the full and timely payment and performance of the Secured Obligations, hereby charges with full title guarantee free from all Encumbrance of any kind (other than the Permitted Encumbrances) in favour of the Chargee by way of first floating charge, all the present and future undertakings of the Chargor, whatsoever and wherever situated including all rights, assets, property, stock-in-trade and cash in the bank or otherwise now, or at any time during the continuance of this Charge, belonging to the Chargor including all those assets and property more particularly referred to in Clause 3 which are, for any reason, not validly assigned and those assets and property more particularly referred to in Clause 4.1 which are, for any reason, not validly charged by way of a first fixed charge (excluding always the Excluded Assets).</p> <p>4.3 The Chargor agrees not to part with, sell or dispose of the whole or part of the aforesaid undertakings and assets of the Chargor (except by way of sale in the ordinary course of its business and for the purpose of carrying on the same and without prejudice to the above-mentioned legal charge and assignment).</p> <p>4.4 The Chargee shall be entitled at any time by notice in writing to the Chargor to convert the floating charge referred to in Clause 4.2 into a fixed charge as regards any assets specified in the notice, and in any event the said floating charge shall automatically be converted into a fixed charge as regards all the assets subject to the said floating charge without notice from the Chargee to the Chargor upon the happening of (i) any Event of Default, (ii) if the Chargor creates or attempts to create any Encumbrance (save the Permitted Encumbrances) over all or any of the assets subject to the said floating charge, or (iii) if any person levies or attempts to levy any distress, execution, sequestration or other process against any of the assets subject to the said floating charge. This clause shall not apply by reason only of a moratorium being obtained or anything being done with a view to a moratorium being obtained under Section 1A of the Insolvency Act 1986.</p> <p>4.5 The Chargor undertakes that it shall hold upon trust for the Chargee absolutely the entire interest and benefit of the Chargor (if any) in and to all that Charged Assets or any part thereof which cannot be charged or assigned by the Chargor <u>or is not effectively charged or assigned by the Chargor hereunder</u> together with, without limitation, all proceeds, money and other rights and benefits to which the Chargor is beneficially entitled in respect of such Charged Assets (excluding always the Excluded Assets).</p> <p>4.6 {PLEASE SEE NEGATIVE PLEDGE}</p> <p>4.7 The security interests in favour of the Chargee created herein shall rank in priority to any other Encumbrance (whether they be fixed, floating or otherwise) created in respect of the Charged Assets, save to the extent provided for in the Interparty Agreement.</p> <p>4.8 Paragraph 14 of Schedule B1 of the Insolvency Act 1986 (incorporated by Schedule 16 of the Enterprise Act 2002) shall apply to the floating charge created by this Charge.</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

The Charge also contains a negative pledge:

4.6 The Chargor shall not without the Chargee's prior written consent create or permit to arise or to subsist any Encumbrance upon the whole or any part of the Charged Assets, save the Permitted Encumbrances.

All capitalised terms not otherwise defined herein shall have the same meanings given to them in the Charge and/or the Interparty Agreement for the Film.

# 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:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance  
or discount

### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

### 9 Signature

Please sign the form here.

Signature

Signature

X *Davenport Lyas* X

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 Fraser Bloom

Company name Davenport Lyons

Address 30 Old Burlington Street

Post town London

County/Region

Postcode W 1 S 3 N L

Country United Kingdom

DX 37233 Piccadilly 1

Telephone 0207 468 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 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 mortgage or chargee.
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☒ You have entered the short particulars of all the property mortgaged or charged.
- ☒ You have signed the form.
- ☒ You have enclosed the correct fee.



### Important information

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



### How to pay

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

Make cheques or postal orders payable to 'Companies House.'



### Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

#### For companies registered in England and Wales:

The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

#### For companies registered in Scotland:

The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post).

#### For companies registered in Northern Ireland:

The Registrar of Companies, Companies House, First Floor, Waterfront Plaza, 8 Laganbank Road, Belfast, Northern Ireland, BT1 3BS.  
DX 481 N.R. Belfast 1.



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](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)





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

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

**COMPANY NO. 6462130  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF SECURITY ASSIGNMENT  
AND CHARGE DATED 22 JANUARY 2010 AND CREATED BY  
GGR DISTRIBUTION LIMITED FOR SECURING ALL MONIES  
DUE OR TO BECOME DUE FROM THE COMPANY AND THE  
OTHER DEFAULT RELEVANT PARTIES TO LIP SYNC  
PRODUCTIONS LLP ON ANY ACCOUNT WHATSOEVER UNDER  
THE TERMS OF THE AFOREMENTIONED INSTRUMENT  
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED  
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT  
2006 ON THE 30 JANUARY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 FEBRUARY  
2010

*D. X. Selb.*



**Companies House**  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES