

MG01

Particulars of a mortgage or charge

729317/52.



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 for**  
You cannot use this form to register  
particulars of a charge created by a  
company. To do this, use form MG01s

SATURDAY



A16 10/09/2011 204  
COMPANIES HOUSE

ise  
uk

**1 Company details**

Company number 0 6 6 6 0 5 1 8

Company name in full BISHOP ROCK FILMS LIMITED

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**

Date of creation 0 1 / 0 9 / 2 0 1 1

**3 Description**

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 Assignment and Charge (the "Deed")** dated 1 September 2011 between Bishop Rock  
Films Limited (the "**Chargor**") and Coutts & Co (the "**Financier**") relating to a film provisionally  
called "Cockneys vs Zombies" (the "**Film**")

**4 Amount secured**

Please give us details of the amount secured by the mortgage or charge

Amount secured **£100,000**  
With respect to the Chargor, all present and future monies,  
obligations and liabilities, whether actual or contingent, whether due,  
owing or incurred by the Principal Debtor or the Chargor to the  
Financier under the Finance Documents 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 collateral or  
unmatured and whether originally owing to the Financier or  
purchased or otherwise acquired by it, and whether denominated in  
sterling, or in any other currency, or incurred on any account or in any  
manner whatsoever (the "**Secured Obligations**")

[Any capitalised terms not otherwise defined herein shall have the  
applicable meaning specified in the schedule to this form MG01]

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

cont  
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**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 COUTTS &amp; CO

Address 440 Strand, London

Postcode W C 2 R 0 Q S

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

**1 Indemnity**

The Chargor has acknowledged to the Financier that the entry by the Financier into the Coutts Loan Agreement and the agreement of the Financier to advance the sums set out therein to the Principal Debtor is of commercial benefit to it as it inter alia enables the Principal Debtor to partially fund a loan facility which it has made available to the Chargor. Accordingly, if any sums expressed to be payable by the Principal Debtor under the terms of the Finance Documents are not recoverable from the Principal Debtor by reason of any invalidity or unenforceability of the Finance Documents, or any legal limitation, inability to pay or other incapacity of the Principal Debtor, such sums shall nevertheless be recoverable by the Financier from the Chargor as if it were a principal debtor as a separate and independent obligation of the Chargor. The Chargor has agreed to indemnify the Financier on demand against any loss or liability arising from any such invalidity, inability to pay, unenforceability, legal limitation or incapacity affecting any the Finance Documents or the Principal Debtor, as the case may be

**2 Assignment and Trust**

2 1 The Chargor to the full extent of its interest therein and as a continuing security for the full and timely payment, performance and discharge of the Secured Obligations has assigned the Assigned Property absolutely to the Financier (and in so far as necessary by way of present assignment of future copyright pursuant to Section 91 of the Copyright Designs and Patents Act 1988)

[Continued on continuation page]

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6	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	2 2	The Chargor shall hold on trust for the Financier (which trust the Chargor has declared under the Deed) the Chargor's entire interest and benefit in and to the Collateral or any part thereof which cannot be charged or assigned by the Chargor together with all proceeds, money and other rights or benefits to which the Chargor is beneficially entitled in respect of such Collateral
	3	<p><b><u>Fixed Charge</u></b></p> <p>The Chargor to the full extent of its interest has charged the Fixed Charge Property to the Financier by way of first fixed charge as a continuing security for the payment, performance and discharge of the Secured Obligations</p>
	4	<b><u>Floating Charge</u></b>
	4 1	<p><b>CHARGE</b></p> <p>The Chargor to the full extent of its interest has charged the Floating Charge Property to the Financier by way of first floating charge as a continuing security for the payment, performance and discharge of the Secured Obligations</p>
	4 2	<p><b>CONVERSION TO A FIXED CHARGE</b></p> <p>The Financier may, to the extent permitted by law, at any time by notice in writing to the Chargor, convert the floating charge into a fixed charge as regards any of the Floating Charge Property upon the happening of any Event of Default and the Chargor shall promptly execute a fixed charge or a legal assignment over such assets in such form as the Financier shall require and in any event, the floating charge shall automatically be converted into a fixed charge as regards the Floating Charge Property without notice from the Financier to the Chargor upon the happening of any Event of Default</p>
	4 3	<p><b>AUTOMATIC CONVERSION</b></p> <p>If, without prior written consent of the Financier</p> <p>4 3 1 the Chargor creates, agrees to create or permits to subsist any Prohibited Security Interest on, over, or with respect to, the Floating Charge Property or any part of it, or attempts to do so, or</p> <p>4 3 2 any person levies, or attempts to levy, any distress, attachment, execution or other legal process against the Floating Charge Property or any part of it,</p> <p>the floating charge over such Floating Charge Property or part thereof that is the subject of such Prohibited Security Interest or process shall be deemed to have been automatically converted into a fixed charge the instant before such event occurs</p>

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## Particulars of a mortgage or charge

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

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Short particulars

#### 4 4 PART 14 OF SCHEDULE B1 OF THE INSOLVENCY ACT

Paragraph 14 of Schedule B1 of the Insolvency Act shall apply to the floating charge created by the Deed

#### 5 Negative Pledge

The Chargor has undertaken that it shall not, without the prior written consent of the Financier, create, agree to create or allow to subsist any Prohibited Security Interest on or over the Collateral or any part of it

#### SCHEDULE OF DEFINITIONS

'Approved Screenplay' means the screenplay for the Film referred to in schedule 7 of the Interparty Agreement,

'the Assigned Property' means all of the Chargor's right, title and interest in and to the following throughout the world for the full period of copyright and thereafter for such additional time as may be possible and lawful

1 1 1 all rights of every kind and nature in and to the Literary Property including all underlying rights,

1 1 2 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,

1 1 3 all rights including all copyrights, rights in copyrights, interests in copyrights and renewals and extensions of copyrights, domestic and foreign, common law and statutory, heretofore or hereafter obtained in the Film and the Literary Property or any part thereof, and the right (but not the obligation) to make publication thereof for copyright purposes, to register claims under copyright, and the right (but not the obligation) to renew and extend such copyrights, and the right (but not the obligation), to sue in the name of Chargor and/or in the name of Financier for past, present and future infringements of copyright,

1 1 4 the Distribution Rights,

1 1 5 (to the extent not included in the Distribution Rights) all collateral, allied, ancillary, subsidiary, publishing and merchandising rights of every kind and nature derived from or related to the Film and the Literary Property or any part thereof, including all production, exploitation, reissue, remake, sequel,

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## 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>serial and series production rights by use of film, tape or any other recording devices now known or hereafter devised, all rights to use, exploit and license others to use or exploit any and all novelisation, publishing, commercial tie-ups and merchandising rights of every kind and nature, all rights of every kind and nature related to the title or titles of the Film, the characters appearing in the Film or the Literary Property and/or the names or characteristics of such characters,</p> <p>1 1 6 the title of the Film and all of the Chargor's rights to the exclusive use thereof including rights protected pursuant to registered or unregistered trade mark, service mark, unfair competition, passing off and/or other laws, rules or principles of law or equity,</p> <p>1 1 7 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, domestic and foreign, 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 trademark or patent and to renew and extend such trademarks or patents and the right (but not the obligation) to sue in the name of the Chargor or in the name of the Financier for past, present or future infringement of trademark or patent,</p> <p>1 1 8 the benefit of those of the Transaction Agreements to which the Chargor is a party and any other contracts or agreements entered into or made by or assigned to the Chargor relating (whether directly or indirectly) to the Film, including all rights granted and all amounts payable thereunder and the benefit of all undertakings, covenants, representations and warranties made therein,</p> <p>1 1 9 all of Chargor's right, title and interest in and to any and all sums paid or payable to Chargor now due or which hereinafter may become due to Chargor by any state, federal, provincial, or other governmental body or authority directly or indirectly as a tax credit, tax refund, tax subsidy, production credit or similar government benefit, or by any tax shelter, any co-production structure, or any similar transaction, and any and all allied, ancillary and subsidiary rights therein,</p> <p>1 1 10 all right to receive payment under, or in connection with, all contracts and policies of insurance or indemnity relating to any of the Collateral 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>1 1 11 all other accounts receivable, contract rights, general intangibles, intellectual property, investment property, letter of credit rights and supporting</p>	

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## 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

obligations, which are related to or used in connection with the Film,

1 1 12 all rights in and to any accounts relating to the Film, including the Production Account and the Tax Credit Account,

1 1 13 the UK Tax Credit Collateral, and

1 1 14 the products and proceeds of any or all of the foregoing;

**'the Collateral'** means the Assigned Property, the Fixed Charge Property and the Floating Charge Property,

**'the Coutts Loan Agreement'** means the loan agreement dated on or about the date of the Deed entered into by the Financier and the Principal Debtor in relation to the Film as amended or novated from time to time,

**'Distribution Rights'** means the following throughout the world for the full period of copyright and thereafter (so far as is possible) in perpetuity (a) all rights to distribute, lease, license, sell or otherwise exploit or deal with the Film in all media (whether now known or hereafter invented or devised and by any and all means including all rights to communicate the Film to the public, (b) all ancillary rights, and (c) all such other rights in and to the Film, the Approved Screenplay or any material on which the Film is based or which is incorporated in the Film and as are needed for the full exploitation of the rights described in (a) and (b) above,

**'Event of Default'** means any "Event of Default" as set out in the Coutts Loan Agreement and any default under the Finance Documents,

**'the Film'** means the film provisionally entitled "Cockneys vs Zombies" including its soundtrack and all revisions thereof,

**'Finance Documents'** means (a) the Coutts Loan Agreement, (b) this Charge, (c) the Principal Debtor Security, and (d) any other agreement, deed, notice or certificate entered into or given by any of the Relevant Parties from time to time creating, evidencing or entered into as security for, or for supporting either of, or entered into in accordance with either of, the documents referred to in (a), (b) and (c) above or which the Financier and the Chargor may from time to time agree constitutes a Finance Document,

**'the Fixed Charge Property'** means all the Chargor's right, title and interest (whether now owned or hereafter acquired) in and to the following throughout the world

1 1 1 all physical properties of every kind or nature of or relating to the Film and all versions thereof, including all physical properties relating to the development, production, completion, delivery, exhibition, distribution or other exploitation of the Film, and all versions thereof or any part thereof,

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

Please give the short particulars of the property mortgaged or charged

Short particulars

- 1 1 2 all physical elements of the Film, including all negatives, duplicate negatives, fine grain prints, soundtracks, positive prints (cut-outs and trims excepted), and all sound properties, video formats (including PAL/NTSC), and other physical properties in connection with the Film and the trailer of the Film, exposed film, developed film, positives, negatives, prints, answer prints, special effects, preprint materials (including interpositives, negatives, duplicate negatives, internegatives, colour reversals, intermediates, lavenders, fine grain master prints and matrices and all other forms of preprint elements which may be necessary or useful to produce prints or other copies or additional pre-print elements, whether now known or hereafter devised), soundtracks, recordings, audio and video tapes and discs of all types and gauges, cut-outs, trims, non-analogue recordings and tapes, including any video digital recordings and HDTV format recordings, 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,
- 1 1 3 all machinery, electrical and electronic components, equipment, fixtures, furniture, office machinery, vehicles, trailers, implements and other tangible personal property of every kind and description used or useful in connection with the Film (including, without limitation, 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 hereafter acquired by Chargor in substitution or replacement thereof, and all additions and accessions thereto, wherever any of the foregoing is located,
- 1 1 4 any and all documents, receipts or books and records, including, without limitation, documents or receipts of any kind or nature issued by any pledgeholder, warehouseman or bailee with respect to the Film and any element thereof and the equipment containing such books and records,
- 1 1 5 any account in the name of the Chargor into which the Financier pays funds in respect of the Film and any other account of the Chargor or in which the Chargor has any rights relating to the Film including the Production Account, any account into which the UK Tax Credit Amount is paid and all sums from time to time standing to the credit of such accounts to the Chargor,
- 1 1 6 all other properties and things of value which are related to or used in connection with the Film to the extent the same do not form part of the Assigned Property, and
- 1 1 7 the proceeds and products of any and/or all of the foregoing,

**'the Floating Charge Property'** means (a) the business, undertaking, property, assets, revenues, rights and uncalled capital, present and future of the Chargor (but excluding

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

Please give the short particulars of the property mortgaged or charged

Short particulars

the Fixed Charge Property and the Assigned Property), (b) the Fixed Charge Property to the extent (if at all) that the fixed charge over the Fixed Charge Property or any part thereof is for any reason ineffective as a fixed charge, and (c) the Assigned Property to the extent (if at all) that the assignment of such Assigned Property or part thereof is for any reason ineffective as an assignment,

**'the Interparty Agreement'** means the Funding and Security Agreement between, inter alia, the Chargor, the Financier, the other financiers of the Film and the completion guarantor in respect of the Film as amended or supplemented from time to time,

**'the Literary Property'** means the screenplay and any other literary, dramatic or musical material of any kind or nature upon which the Film is (in whole or in part) based or from which it is or may be adapted or inspired or which may from time to time be used or included in the Film,

**'Principal Debtor'** means Limelight Media Finance LLP,

**'Production Account'** has the meaning set out in the Interparty Agreement,

**'Prohibited Security Interest'** means any assignment, charge, mortgage, pledge, right of set off or trust arrangement or other arrangement having the economic effect of creating a security interest other than the Security Interests, any liens arising by operation of law and any liens arising in the ordinary course of trade and other than the Security Interests,

**'Security Interests'** means any assignment, charge, mortgage, pledge, right of set off or trust arrangement or other arrangement having the economic effect of creating a security interest which is created with the full knowledge, consent and agreement of the Financier including the Security Interests as such term is defined in the Interparty Agreement,

**'Tax Credit Account'** has the meaning given to it in the Interparty Agreement,

**'the Transaction Agreements'** has the meaning set out in the Coutts Loan Agreement, and

**'UK Tax Credit Amount'** has the meaning set out in the Coutts Loan Agreement,

**'UK Tax Credit Rights'** has the meaning set out in the Coutts Loan Agreement, and

**'UK Tax Credit Collateral'** means the UK Tax Credit Amount and UK Tax Credit Rights and the Tax Credit Account and all sums standing to the credit thereof



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## 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

N/A

### 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).

### 9 Signature

Please sign the form here.

Signature

Signature

X

Wiggin LLP

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

Company name

Wiggin LLP

Address 95, The Promenade

Post town Cheltenham

County/Region Gloucestershire

Postcode

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L

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W

G

Country

United Kingdom

DX

Telephone 01242 224114



### 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](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 MORTGAGE OR CHARGE**

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

**COMPANY NO. 6660518  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT AND  
CHARGE DATED 1 SEPTEMBER 2011 AND CREATED BY BISHOP  
ROCK FILMS LIMITED FOR SECURING ALL MONIES DUE OR  
TO BECOME DUE FROM THE PRINCIPAL DEBTOR OR THE  
COMPANY TO THE FINANCIER 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 10 SEPTEMBER 2011

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 SEPTEMBER  
2011**



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES