

MG01

Particulars of a mortgage or charge

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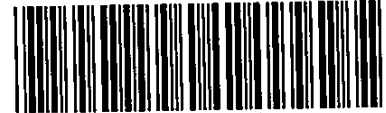


A fee is payable with this form  
We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page

☒ **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  
particulars of a charge for a  
company. To do this, please  
form MG01s

TUESDAY



A23 20/12/2011 #95  
COMPANIES HOUSE

**1 Company details**

Company number 0 6 7 5 0 3 1 6

Company name in full Desperate Optimists Productions Limited (the "Chargor") of Flat 20,  
All Nations House, 2 Martello Street, London E8 3PF

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 1 9 1 2 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 Security Assignment and Charge between (1) the Chargor and (2) the Chargee (as defined  
below) (the "Charge")

**4 Amount secured**

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

Amount secured 7 (CT)  
All sums due to the Chargee (as defined below) from the Chargor and  
Samson Films Limited (the "Irish Co-Producer") in connection with the  
film provisionally entitled "Mister John" (the "Film") including all sums  
from time to time due and payable to the Chargee under the IFB  
Agreement and/ or this Charge (the "Debt")

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

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**5****Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name

Bord Scannan Na hEireann/Irish Film Board (the "Chargee")

Address

Queensgate, 23 Dock Road, Galway, Ireland

Postcode

Name

Address

Postcode

Continuation page

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

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

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars

Capitalised terms used in this Form MG01 (including all continuation sheets) but not otherwise defined shall have the meaning given to them in the Charge

**1 THE CHARGOR'S COVENANT**

In consideration of the Chargee making or continuing to make available the IFB Advance or any other accommodation to the Irish Co-Producer under the IFB Agreement, the Chargor hereby covenants to perform all its obligations under the Interparty Agreement and guarantees payment of all sums from time to time due and payable to the Chargee under the IFB Agreement and/ or the Charge

**2 ASSIGNMENT**

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

2 1 the entire copyright and all of the Chargor's other rights in and to the Film and all elements contained therein and in any music, music compositions and / or recordings including lyrics and all rights to exploit the same and to produce, publish, reproduce and synchronise all or any of the same and other copyright works produced by or for the Chargor in connection with the Film,

2 2 the rights of copyright and other rights in all underlying 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,

2 3 all literary, property and ancillary rights (including, without limitation, all publishing and merchandising rights) in the Film,

Continued



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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>2 4 all contracts and contract rights, agreements for personal services, book debts and all personal property of the Chargor relating to the Film or to any literary property and ancillary rights therein and the benefit of any insurance policy taken out in connection with the Film,</p> <p>2 5 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,</p> <p>2 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, without limitation, the Chargor's entitlement to receive all monies and other proceeds derived therefrom,</p> <p>2 7 all the Chargor's rights, interests and benefits in and to the Relevant Agreements,</p> <p>2 8 the revenues from book debts owed to the Chargor or in respect of, and proceeds of, any or all of the above including, without limitation, 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, without limitation, 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, without limitation, from rights in underlying material or ancillary collateral, allied, subsidiary and merchandising rights,</p> <p>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> <p>3 CHARGE</p> <p>3 1 The Chargor, by way of continuing security for the payment and performance of the Secured Obligations charged by way of first fixed charge in favour of the Chargee, the Chargor's right, title and interest in and to the following throughout the universe</p> <p>3 1 1 all copies of the Film and any music and/or sound recordings or other works produced in connection with the Film and all materials in tangible or intangible form incorporating or reproducing the same or any part or element thereof,</p> <p>3 1 2 all rights and properties, including, without limitation, physical properties created or acquired or to be created or acquired in connection with the production of the Film,</p> <p>3 1 3 all sums from time to time standing to the credit of the Chargor in the Accounts subject to the provisions of any agreement (including, but not limited to, the Collection Agreement), to which the Chargee is a party, relating to the allocation of such sums,</p> <p>3 1 4 the revenues from book debts owed to the Chargor in respect of, and proceeds of, any or all of the above,</p>	Continued

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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>3 1 5 (insofar as not effectively assigned pursuant to paragraph 2 above (being Clause 3 of the Charge) those items referred to in paragraph 2 above (being Clause 3 of the Charge),</p> <p>3 1 6 any and all plant and machinery, fixture or equipment or chattels relating to the Film now or hereafter belonging to the Chargor,</p> <p>3 1 7 all other tangible properties created or to be created or acquired by the Chargor in connection with the Film,</p> <p>3 1 8 (insofar as not effectively assigned pursuant to paragraph 2 above (being Clause 3 of the Charge) all rights and claims to which the Chargor is or may become entitled in respect of any policy of insurance in respect of any item charged or assigned hereunder</p> <p>3 2 The Chargor, by way of continuing security for the full and timely payment and performance of the Secured Obligations, charged in favour of the Chargee by way of floating charge all the undertaking of the Chargor in respect of the Film, including, but not limited to, all rights, assets, property, stock-in-trade and cash in the bank or otherwise now, or at any time during the continuance of the Charge, belonging to the Chargor in each case only in respect of the Film and the Chargor agrees not to part with, sell or dispose of the whole or part of its said undertaking and assets in respect of the Film (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>3 3 The floating charge referred to in paragraph 3 2 above (being Clause 4 2 of the 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 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</p> <p>3 4 The Chargor undertook to hold upon trust for the Chargee absolutely the entire interest and benefit of the Chargor in and to all that Collateral or any part thereof which cannot be charged or assigned by the Chargor together with, without limitation, all proceeds, money and other rights and benefits to which the Chargor is beneficially entitled in respect of such Collateral</p> <p>3 5 The Chargor covenanted with the Chargee that the Chargor shall not without the Chargee's prior written consent create or permit to arise or to subsist any encumbrance, charge or pledge upon the whole or any part of the Collateral other than those referred to in the Interparty Agreement</p> <p>3 6 Paragraph 14, Schedule B1 of the Insolvency Act 1986 (incorporated by Schedule 16 of the Enterprise Act 2002) shall apply to any floating charge created pursuant to the Charge, which floating charge is accordingly a qualifying floating charge for such purposes</p> <p style="text-align: right;">Continued</p>	

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="352 398 1034 425">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="344 461 624 483"><b>4 LIMITED RECOURSE</b></p> <p data-bbox="344 524 1487 743">Notwithstanding anything to the contrary contained in the Charge, the Chargee's recourse against the Chargor hereunder shall be limited (save in the case of fraud, negligence or wilful misconduct by the Chargor) to the Collateral and the total sum recoverable under the Charge shall not exceed the aggregate amount of the proceeds of same or other disposition of or the income and other monies received by the Chargee derived from such property, assets, rights and other things it being intended that the rights of the Chargee hereunder against the Chargor shall be limited to such aggregate amount</p> <p data-bbox="344 784 464 806"><b>Definitions</b></p> <p data-bbox="344 846 1487 902">"Accounts" means the Production Account, any other account opened by the Chargor in connection with the Film and the Chargor's interest in any collection account for the Film,</p> <p data-bbox="344 943 1487 1032">"BFI" The British Film Institute a charity incorporated by Royal Charter dated 18 July 1983 (as amended by order of Privy Council dated 19 April 2000) and registered in England under number 287780 of 21 Stephen Street, London W1T 1LN</p> <p data-bbox="344 1072 1487 1128">"BFI Agreement" means the production finance agreement dated on or about the date hereof and made between the Chargor and the BFI,</p> <p data-bbox="344 1169 1487 1285">"Collateral" means the property, assets and interests relating to the Film (whether present or future) hereby charged or assigned or to be charged or assigned or each or any of them or part thereof under the Charge in favour of the Chargee and all other property and assets relating to the Film which at any time are or are required to be charged in favour of the Chargee under the Charge,</p> <p data-bbox="344 1326 1487 1415">"Collection Agreement" means the collection agreement relating to the Film to be entered into by inter alios the Chargor, the Chargee, the Irish Producer, the Sales Agent and the Collection Agent as the same may be amended, varied and supplemented from time to time</p> <p data-bbox="344 1456 1299 1478">"Distribution Agreements" means the distribution agreements in respect of the Film,</p> <p data-bbox="344 1518 1487 1702">"Encumbrance" means any mortgage, charge, assignment for the purpose of security, pledge, lien, right of set off, arrangement for retention of title or hypothecation or trust arrangement for the purpose of, or which has the effect of, granting security, or other security interest of any kind whatsoever and any agreement, whether expressed to be conditional or otherwise, to create any of the same or any agreement to sell or otherwise dispose of any asset on terms whereby such asset is or may be leased to or reacquired or acquired by the person so agreeing or disposing,</p> <p data-bbox="344 1742 1487 1798">"Event of Default" means any of the occurrences listed in listed in Clause 31 of the Standard Terms of the BFI Agreement and Clause 9 of Schedule 2 of the IFB Agreement,</p> <p data-bbox="344 1839 1487 1895">"IFB Agreement" means the production finance agreement dated on or about the date of the Charge between (inter alia) the Chargee and the Irish Co-Producer,</p> <p data-bbox="1361 1935 1477 1957">Continued</p>

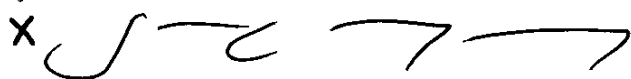
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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"IFB Advance" means the sum of €350,000 (three hundred and fifty thousand euro),</p> <p>"Interparty Agreement" means the interparty agreement in respect of the Film between (inter alia) the Chargor, the Chargee, the BFI and the Irish Co-Producer,</p> <p>"Irish Co-Producer" means Samson Films Limited (registered number 94197) and having its registered office at The Barracks, 76 Irishtown Road, Dublin 4,</p> <p>"Production Account" means the UK production account opened by the Chargor in respect of the Film, the details of which are more specifically set out in the IFB Agreement,</p> <p>"Relevant Agreements" means the Charge, the Interparty Agreement, the Collection Agreement, the IFB Agreement, the BFI Agreement the Distribution Agreements, the Sales Agency Agreements and any other document required as a condition precedent or condition subsequent to the IFB Agreement and the Sales Agency Agreement and any other agreement entered into by the Chargor in relation to the Film and any other agreement referred to in the Interparty Agreement,</p> <p>"Relevant Party" means each and every party to the Relevant Agreements, other than the Chargee,</p> <p>"Sales Agency Agreement" means the distribution and sales agency agreement in respect of the Film to be entered into between a sales agent approved by the BFI and the Chargor, and</p> <p>"Secured Obligations" means the the Chargor's obligations to repay the Debt and to duly and punctually perform and discharge all its respective obligations and liabilities under the Relevant Agreements to which it is a party</p>	

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## Particulars of a mortgage or charge

<div>7</div> <div>Commission allowance or discount</div>	<div>Particulars as to commission, allowance or discount (if any)</div> <p>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</p> <ul style="list-style-type: none"> <li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li> <li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li> </ul> <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p> <div>N/A</div>	
<div>8</div>	<div>Delivery of instrument</div> <p>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)</p> <p>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)</p>	
<div>9</div> <div>Signature</div>	<div>Signature</div> <p>Please sign the form here</p> <div>  </div> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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## 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 Lou Gillett

Company name The British Film Institute

Address 21 Stephen Street

Post town London

County/Region

Postcode W 1 T 1 L N

Country

DX

Telephone 020 7173 3266



### 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,  
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. 6750316  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF SECURITY ASSIGNMENT  
AND CHARGE DATED 19 DECEMBER 2011 AND CREATED BY  
DESPERATE OPTIMISTS PRODUCTIONS LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY AND SAMSON FILMS LIMITED TO BORD SCANNAN  
NA HEIREANN/IRISH FILM BOARD 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 20 DECEMBER  
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 DECEMBER  
2011



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES