

109281 13
MG01

Particulars of a mortgage or charge



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 for a Scottish
company. To do this, please use
form MG01s

TUESDAY



L520PWQ3

LD6

16/08/2011

COMPANIES HOUSE

9

1

Company details

Company number

0 7 4 1 4 9 **3 4**

Company name in full

Baguio Productions Limited (the "Chargor")

2

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

d1 d1 m0 m8 y2 y0 y1 y1

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 Charge and Security Assignment dated 11 August 2011 (the "Deed")
between the Chargor and FTP Commissioning Distributor, LLC (the
"Chargee")

4

Amount secured

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

Amount secured

All present and future obligations and liabilities
(whether actual or contingent and whether owed
jointly or severally or in any other capacity
whatsoever) of the Chargor to the Chargee under,
pursuant to otherwise in connection with the CDA,
the Deed and/or any other Relevant Agreement to
which the Chargor is a party (including any
obligation to pay damages for breach of contract,
any obligation to make restitution, and all
liabilities acquired by the Chargor from any third
party) (the "Secured Obligations")

Capitalised terms used in this form MG01 and the
attached continuation sheets shall have the
meanings set out in Schedule 2 of this form MG01

Continuation page

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

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 FTP Commissioning Distributor, LLC (the "Chargee")

Address 500 Buena Vista Street

Burbank, USA

Postcode

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 Please see attached Schedule 1

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

Nil

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  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 Rebecca Griffiths

Company name OLSWANG LLP

Address 90 High Holborn

London

Post town

County/Region

Postcode W C 1 V 6 X X

Country

DX 37972 Kingsway

Telephone 020 7067 3000



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 or email 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

In accordance with Section 860 of the Companies Act 2006	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 style="text-align: center;">SCHEDULE 1</p> <p style="text-align: center;">Security</p> <p>1 Assignment and charge</p> <p>1 1 By way of continuing security for the performance and discharge of the Secured Obligations, and subject only to the proviso for re-assignment in Clause 15 of the Deed, the Chargor has</p> <p>(a) assigned absolutely to the Chargee with full title guarantee (where relevant by way of present assignment of present and future copyright) all of the Chargor's right, title and interest (both present and future, vested and contingent, statutory and otherwise) in</p> <p>(i) the entire copyright and all other rights throughout the universe in the screenplay for the Programme, and all copies of such screenplay and all sketches and designs thereof and all those rights of the Chargor in relation to the underlying rights and materials (including any literary or dramatic work) on which the screenplay is based,</p> <p>(ii) the entire copyright throughout the universe in the Programme,</p> <p>(iii) the music, musical compositions and sound recordings of the Programme including the lyrics and all rights to exploit the same and to produce, publish, reproduce and synchronise all or any of the same,</p> <p>(iv) all rights to distribute, lease, license, sell, exhibit, broadcast or otherwise exploit or deal with the Programme, the underlying material and all ancillary rights in the Programme by all methods and means and in all media throughout the universe,</p> <p>(v) all literary, property and ancillary rights (including all novelisation, publishing, commercial tie-up, spin-off, sponsorship, merchandising, sequel and remake rights) of every kind and nature in the Programme,</p> <p>(vi) the Collateral Agreements (including, without limitation, any and all</p>	

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6	Short particulars of all the property mortgaged or charged.	
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	<p>monies due, owing and/or payable to the Chargor thereunder),</p> <p>(vii) all present and future policies of insurance in respect of the Programme and all proceeds thereof,</p> <p>(viii) all moneys to be earned by or payable to or at the direction of the Chargor from the exploitation of any literary or dramatic work written, music composed and/or artistic work created for and/or used in the Programme,</p> <p>(ix) all contracts and contract rights, agreements for personal services, book debts and personal property of the Chargor insofar as they relate to the Programme and/or to any literary, property or ancillary rights (including all novelisation, publishing, commercial tie-up, spin-off, sponsorship, merchandising, sequel and remake rights) therein,</p> <p>(x) each Account (including all monies standing to the credit of each Account, all interest accrued on each Account and all debts represented by the foregoing from time to time) and in the case of the Chargor Funding Account, effective solely on release of the Bank Security,</p> <p>(xi) all moneys from time to time standing to the credit of any account at any bank or financial institution into which any Receivables are or will be paid, including each Account, and, in the case of the Chargor Funding Account, effective solely on release of the Bank Security and without prejudice to the foregoing the Chargor agrees to hold all such moneys on trust for the Chargee and consents to the Chargee giving notice of the Chargee's interest in each such account to the bank or other financial institution at which such amount is or may be held,</p> <p>(xii) all other rights and tangible and intangible properties created or acquired by or to be created or acquired by the Chargor in connection with the Programme, and</p> <p>(xiii) all proceeds, products or other property derived from any and all of the foregoing, including from the distribution, exhibition, sale, rental, licensing or other exploitation of the Programme or of any part of the</p>	

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	<p>Programme and/or of any of the elements of the Programme and/or of any rights in underlying material or ancillary, collateral, allied, subsidiary or merchandising rights,</p> <p>(xiv) the Programme Assets, and</p> <p>(xv) the Receivables,</p> <p>but excluding the Reserved Collateral,</p> <p>(b) with full title guarantee has charged in favour of the Chargee, by way of first fixed charge, all of the Chargor's right, title and interest (both present and future, vested and contingent, statutory and otherwise), in</p> <p>(i) all pre-print elements of the Programme capable of producing prints or additional pre-print elements including master negatives, negatives, duplicate negatives, colour reversal intermediates, colour separations, matrices, inter-positives and inter-negatives,</p> <p>(ii) all positive prints, Programme, video tapes, disks, cut-outs and trims and all other physical properties of or relating to the Programme whether now or hereafter in existence and wherever located,</p> <p>(iii) all soundtrack elements relating to the Programme including master magnetic tracks, optical soundtrack recordings and music cue sheets and all other sound recordings made in the course of the production of the Programme or pursuant to any right acquired or to be acquired in connection with, or arising from, that production,</p> <p>(iv) all material, whether in tangible or intangible form, incorporating or reproducing the Programme, any music, musical compositions and/or sound recordings or other works produced in connection with the Programme, or any part or element of any of them,</p> <p>(v) all rights and properties (including, without limitation, physical properties) created or acquired or to be created or acquired by the Chargor in connection with the Programme,</p> <p>(vi) the Collateral Agreements and any other agreements to which the Chargor is a party in relation to or in connection with the Programme</p>	

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6	Short particulars of all the property mortgaged or charged.	
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	<p>(including, without limitation, any and all monies due, owing and/or payable to the Chargor thereunder),</p> <p>(vii) the Programme Assets,</p> <p>(viii) the Receivables,</p> <p>(ix) all present and future policies of insurance in respect of the Programme and all proceeds thereof,</p> <p>(x) each Account (including all monies standing to the credit of each Account, all interest accrued on each Account and all debts represented by the foregoing from time to time) and, in the case of the Chargor Funding Account, effective solely on release of the Bank Security,</p> <p>(xi) all moneys from time to time standing to the credit of any account at any bank or financial institution into which any Receivables are or will be paid, including each Account, and, in the case of the Chargor Funding Account, effective solely on release of the Bank Security and without prejudice to the foregoing the Chargor agrees to hold all such moneys on trust for the Chargee and consents to the Chargee giving notice of the Chargee's interest in each such account to the bank or other financial institution at which such account is or may be held,</p> <p>(xii) (insofar as not effectively assigned pursuant to Clause 3 1(a) of the Deed (as set forth in paragraph 1 1(a) in this form MG01) those assets referred to in Clause 3 1(a) of the Deed (as set forth in paragraph 1 1(a) in this form MG01),</p> <p>(xiii) any and all plant and machinery, fixtures, equipment or chattels now or hereafter belonging to the Chargor in connection with the Programme,</p> <p>(xiv) any and all leasehold or freehold land (or the equivalent in any foreign jurisdiction) now or hereafter belonging to the Chargor in connection with the Programme, and</p> <p>(xv) all proceeds, products or other property derived from any and all of</p>	

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6	Short particulars of all the property mortgaged or charged.	
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	<p>the foregoing, including from the distribution, exhibition, sale, rental licensing or other exploitation of the Programme or of any part of the Programme and/or of any of the elements of the Programme and/or of any rights in underlying material or ancillary, collateral, allied, subsidiary or merchandising rights,</p> <p>but excluding the Reserved Collateral, and</p> <p>(c) with full title guarantee charged in favour of the Chargee by way of first floating charge all the undertaking, property and assets whatsoever belonging now or at any time in the future to the Chargor in connection with the Programme and including, without limitation, any assets described in Clauses 3 1(a) and (b) of the Deed (as set forth in paragraphs (a) and (b) above) that were not validly charged or assigned pursuant thereto, but excluding the Reserved Collateral</p> <p>1 2 The Chargor has undertaken to hold on trust for the Chargee absolutely the entire interest and benefit of the Chargor in and to any Security Assets or any part thereof that cannot be charged or assigned by the Chargor together with, without limitation, all proceeds, products and other property derived from, and any other rights and benefits to which the Chargor is beneficially entitled in respect of, such Security Assets</p> <p>2 Conversion of floating charge and automatic crystallisation</p> <p>2 1 The Chargee may at any time, by notice in writing to the Chargor, convert the floating charge created under the Deed into a fixed charge in relation to the assets specified in such notice</p> <p>2 2 Upon the occurrence of any Event of Default the floating charge created under the Deed 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 Chargee, convert into a fixed charge over all the assets of the Chargor that are the subject of the floating charge</p> <p>2 3 The floating charge created under the Deed is a "qualifying floating charge" for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986</p>	

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	<p>3 Negative Pledge</p> <p>3 1 The Chargor has undertaken with the Chargee that, until the expiry of the Security Period, the Chargor will not without the prior written consent of the Chargee create or permit to arise or subsist over all or any part of the Security Assets any Encumbrance other than the Permitted Security</p>	

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	<p style="text-align: center;">SCHEDULE 2</p> <p style="text-align: center;">Defined Terms</p> <p>"Account" means the Chargor Funding Account, the Chargor Receipts Account and each other account with a bank or other financial institution (to be approved by the Chargee) established by the Chargor in connection with the Programme,</p> <p>"Advance" means the advance in a principal amount equivalent to the CD Loan to be advanced by the Chargee pursuant to and in accordance with the Loan Agreement,</p> <p>"Affiliate" means in relation to any person, another person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such first person (for which purpose, control means ownership of more than 50 per cent of the voting shares, having the right to appoint more than half the members of the board or otherwise having the right to direct the affairs of the controlled person),</p> <p>"Bank" means Bank Leumi (UK) Plc,</p> <p>"Bank Loan" means a loan facility in the amount of £60,000,000 made available by the Bank to ITSFL under the Bank Loan Agreement,</p> <p>"Bank Loan Agreement" means a loan agreement dated 24 March 2011 between the Bank and ITSFL pursuant to which the Bank made available a loan facility to ITSFL to enable ITSFL to carry out the Business and which loan facility ITSFL utilised to finance its obligations under the Investor Loan Agreements,</p> <p>"Bank Security" means the charge over cash deposit dated 24 March 2011 granted by the Chargor in favour of the Bank,</p> <p>"Borrower's Bank" means Barclays Bank plc ,</p> <p>"Business" means the business of producing television programmes commissioned by the Chargee and/or its Affiliates,</p> <p>"CDA" means a commissioning and distribution agreement dated on or about the date of the Deed between the Co-Producers and the Chargee by which the Chargee has commissioned the Co-Producers to produce the Programme,</p>	

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	<p>"CD Loan" means a term loan facility in the amount of £7,664,785,</p> <p>"Charged Deposit" means the amount of £7,664,785 held in an account at the Bank in the name of the First Co-Producer (charged in favour of the Bank) and which, following release of the Bank's charge, the First Co-Producer shall apply in accordance with the First Co-Producer Irrevocable Funding Instructions,</p> <p>"Chargor Funding Account" will have the meaning ascribed to the term in the First Co-Producer Irrevocable Funding Instructions,</p> <p>"Chargor Receipts Account" will have the meaning ascribed to the term in the Receipts Sweep Instructions,</p> <p>"Collateral Agreements" means the CDA, the Receipts Sweep Instructions, the First Co-Producer Irrevocable Funding Instructions, the Programme Distributor Instruction Letter and the Production Services Agreement (as the same may be validly amended, varied, novated or supplemented from time to time in accordance with their terms and the terms of the other Relevant Agreements) together with any other agreement which the Chargee and the Chargor may agree in writing shall be included in this definition,</p> <p>"Commissioning Agreement" means the commissioning and distribution agreement concluded on or about the date of the Loan Agreement between the Chargee and the Co-Producers pursuant to which the Chargee commissions the Co-Producers to produce the Programme,</p> <p>"Complete Delivery Materials" means those materials set out in Part B and Part C of Exhibit F of the CDA,</p> <p>"Co-Producers" means, collectively, the First Co-Producer and the Second Co-Producer,</p> <p>"Co-Production Agreement" means the co-production agreement concluded on or about the date of the Loan Agreement between the First Co-Producer and the Second Co-Producer pursuant to which the First Co-Producer and the Second Co-Producer agree to co-produce the Programme,</p> <p>"Delivery Materials" means the First Delivery Materials and the Complete Delivery Materials,</p> <p>"Distribution Rights" means all rights of exploitation and distribution of the Programme by all means and in all media throughout the Territory, together with all such rights in and to the Programme Assets and the Underlying Rights as are necessary solely to exploit such rights,</p>	

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	<p>including all rights, if any, to authorise, prohibit and/or control and collect revenues from the rental, lending, private copying, fixation, reproduction and/or other exploitation of the Programme by any means and/or media now known or hereafter devised as may be conferred under applicable laws, regulations and/or directives, including any so-called "rental and lending rights" pursuant to any directives and/or implementing law enacted in any jurisdiction and including without limitation all allied and ancillary rights in and to the Programme including without limitation all merchandising, commercial tie-in, literary publishing, music publishing, soundtrack album, non-broadcast (including videogram, airline and ship rights), on-line rights and all other ancillary rights whether now known or hereafter invented,</p> <p>"Encumbrance" means any mortgage, charge, assignment by way of security, pledge, hypothecation, lien, right of set-off, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or any other security interest of any kind whatsoever, or any agreement, whether 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 re-acquired or acquired by the Chargor,</p> <p>"Event of Default" means an event or state of affairs described as such in Clause 10.1 of the Deed,</p> <p>"First Co-Producer" means the Chargor,</p> <p>"the First Co-Producer Irrevocable Funding Instructions" means the irrevocable funding instructions to be concluded between the Chargee, ITSFL, the First Co-Producer, the Borrower's Bank, the Bank and PSC pursuant to which, inter alia, the Advance is paid to the Bank and the Bank agrees to release its security over the Charged Deposit and transfer the Charged Deposit to, or to the order of, PSC,</p> <p>"First Delivery Materials" means those materials set out in Part A of Exhibit F of the CDA,</p> <p>"Format" means the characteristics including without limitation the concept, premise, themes, set and/or setting, regular continuing characters (including personalities and professions), characters relationships, narrative development, plot elements that continue throughout, situations and overall framework and structure, transmission title, set designs, running time and any other material factors which together comprise the distinctive elements of the Programme,</p> <p>"Investors" means the individuals listed in Schedule 3 of the Loan Agreement and Investor</p>	

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	<p>means any one of them,</p> <p>"Investor Loan Agreements" means each loan agreement made by ITSFL to an Investor prior to the date of the Loan Agreement,</p> <p>"ITSFL" means Ingenious Treasury Services (Financing) Limited,</p> <p>"ITSFL Charge" means the deed of charge and security assignment to be granted by ITSFL in favour of the Chargee in connection with the CD Loan,</p> <p>"ITSFL Receipts Account" will have the meaning ascribed to the term in the Receipts Sweep Instructions and into which all Receivables are to be paid,</p> <p>"Loan Agreement" means a loan agreement dated on or about the date of the Deed under which the Chargee agreed to make available a loan facility to ITSFL to be utilised by ITSFL to refinance part of the Bank Loan,</p> <p>"Parent Guarantee" means the guarantee to be given by Ingenious Media Limited and Ingenious Media Investments Limited in favour of the Chargee,</p> <p>"Permitted Security" means the Security, the Bank Security and any other security to which the Chargor is a party to the extent previously approved by the Chargee in writing,</p> <p>"Production Services Agreement" means the production services agreement dated on or about the date of the Deed between the Co-Producers and the PSC in relation to the Programme,</p> <p>"Programme" means the television series provisionally entitled "The River",</p> <p>"Programme Assets" means the Rights, the Delivery Materials and the right to use all other Underlying Rights and materials as may be necessary for the production and exploitation of the Programme,</p> <p>"Programme Distribution Agreement" has the meaning given to it in the Commissioning Agreement,</p> <p>"Programme Distributor" means FTP Productions, LLC,</p> <p>"Programme Distributor Instruction Letter" means the payment instruction letter in relation</p>	

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	<p>to the Programme between the Co-Producers, the Chargee and Programme Distributor,</p> <p>"PSC" means FTP Production Services, LLC,</p> <p>"PSC Security" means the deed of charge and security assignment executed by the PSC in favour of the Chargor as security for its obligations to the Chargor under the Production Services Agreement,</p> <p>"Receipts Sweep Instructions" means the irrevocable sweep instructions to be given inter alia by ITSFL and the First Co-Producer to the Borrower's Bank inter alia instructing the Borrower's Bank to pay all sums received into the ITSFL Receipts Account to the Chargee in accordance with the terms thereof,</p> <p>"Receivables" means (i) any and all amounts due, owing, payable or outstanding to the Chargor pursuant to and in accordance with, or in relation to, the Collateral Agreements, (ii) the benefit of all rights and remedies relating to any of the items listed in (i) above including, without limitation, claims for damages and other remedies for non payment of the same (including interest), and (iii) all proceeds of any of the items listed in (i) above or the remedies in (ii) above,</p> <p>"Relevant Agreements" means the Security Agreements, the CDA, the Production Services Agreement, the Programme Distribution Agreement, the Programme Distributor Instruction Letter, the Co-Production Agreement, the Loan Agreement, the First Co-Producer Irrevocable Funding Instructions, the Receipts Sweep Instructions and any other agreement relating to the production or financing of the Programme to which the Chargor is a party,</p> <p>"Reserved Collateral" means the Chargor's right, title and interest in and to the PSC Security,</p> <p>"Rights" means</p> <p>(a) the entire copyright including without limitation all Distribution Rights and all other right, title and interest of whatsoever nature whether vested or contingent, in the Programme and all material created therefor, whether included in the final version or not,</p> <p>(b) all allied and ancillary rights in and to the Programme including without limitation all format, sequel, remake, further series, merchandising, commercial tie-in, literary publishing, music publishing, soundtrack album, non broadcast (including videogram,</p>	

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	<p>airline and ship rights), on-line rights and all other allied and ancillary rights whether now known or hereafter invented,</p> <p>(c) all rights of copyright, other intellectual property rights and any and all other rights, whether vested or contingent, present or future, in all literary, dramatic, musical and artistic material commissioned or otherwise acquired solely in connection with the production, distribution and exploitation of the Programme,</p> <p>(d) all property and ownership in all Delivery Materials to be created or acquired in connection with the Programme including the Source Material, the master negative and all materials held at any laboratory or facilities house from time to time,</p> <p>(e) the benefit of all contracts and agreements entered into relating to the acquisition of rights by or provision of goods or services in connection with and solely in so far as this relates to the Programme including all warranties and indemnities given therein, and</p> <p>(f) the entire remaining benefit of all grants, licences or rights, waivers, consents, covenants, warranties, undertakings and/or representations in all of the licences and agreements (including without limitation in the Underlying Rights Agreement) as necessary for the production and exploitation of the Programme,</p> <p>"Script" means the scripts for the Programme, approved by the Chargee as the final shooting scripts, together with the title, themes, contents, narration, pieces to camera, translations, adaptations and all other versions and drafts therefore, whether now or hereafter written,</p> <p>"Second Co-Producer" means Ambridge Productions Limited,</p> <p>"Security" means the Encumbrances constituted or evidenced by the Deed,</p> <p>"Security Agreements" means</p> <p>(a) the Deed,</p> <p>(b) the US Security Agreement,</p> <p>(c) the ITSFL Charge,</p> <p>(d) the Parent Guarantee, and</p>	

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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	
	<p>(e) any other security and/or guarantee given on or after the date of the Deed as security for the obligations and/or liabilities of Chargor under the Deed, including, for the avoidance of doubt, any such security and/or guarantee given under US law as well as under English law,</p> <p>"Security Assets" means, at any time, all the assets and rights of the Chargor which are the subject of (or expressed to be the subject of) this Security or at any time required to be made the subject of this Security and, unless the context otherwise requires, a reference to a Security Asset includes</p> <p>(a) any part of that Security Asset,</p> <p>(b) any proceeds of that Security Asset, and</p> <p>(c) any present and future assets of that type,</p> <p>Security Period means the period starting on the date of the Deed and ending on the date on which all of the obligations and liabilities of ITSFL under each of the Loan Agreement and the Security Agreements are discharged in full and the Chargee has no continuing obligation in relation to the CD Loan,</p> <p>"Source Material" means any and all literary, dramatic, musical and artistic material incorporated in the Programme, including the Script and the Format and all other underlying material upon which the Script and the Programme are based,</p> <p>"Territory" means all the territories of the universe,</p> <p>"Underlying Rights" means any and all rights of copyright, trademark, patents or other intellectual property rights or other rights of whatsoever nature in the Source Material acquired pursuant to the Underlying Rights Agreements,</p> <p>"Underlying Rights Agreements" means the agreements relating to the Underlying Rights entered into by or on behalf of the Chargee in connection with the development and production of the Programme as set out in Exhibit C of the CDA, and</p> <p>"the US Security Agreement" means the security agreement date on or about the date of the Deed executed by the Chargor in favour of the Chargee as security for its obligations under the CDA</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7414934
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF CHARGE AND SECURITY
ASSIGNMENT DATED 11 AUGUST 2011 AND CREATED BY
BAGUIO PRODUCTIONS LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE COMPANY TO FTP
COMMISSIONING DISTRIBUTOR,LLC 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 16 AUGUST 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 AUGUST 2011

