

109276 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 reg
particulars of a charge for a Sc
company. To do this, please u
form MG01s

TUESDAY



LD6 16/08/2011 23
COMPANIES HOUSE

1

Company details

Company number

0 7 4 1 4 9 34

Company name in full

Baguio Productions Limited (the "Chargor")

3

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

Security agreement dated 11 August 2011 made between the Chargor and the Chargee (as
defined below) in respect of certain episodes of the television program provisionally entitled "the
River" (the "Charge")

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Amount secured

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

Amount secured

Please see the continuation sheet attached

All capitalised terms shall bear the meaning ascribed in the
continuation sheet or shall have the meanings set forth in the
Charge

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

Continuation page

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

Name FTP Commissioning Distributor, LLC (the "Chargee")

Address 500 South Buena Vista Street

Burbank, United States

Postcode C A 9 1 5 2 1

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 the continuation sheets attached

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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).

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Signature

Please sign the form here

Signature

Signature

X *Oliver LLP*

X

This form must be signed by a person with an interest in the registration of the charge

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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

Post town London

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

MG01 - continuation page

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Amount secured

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

Amount secured

- (i) The Chargor's obligation to deliver, or cause to be delivered, the Program and all Delivery Materials for the Program, to the Chargee,
- (ii) the exclusive license to the Chargee of all the Chargor's right, title and interest in and to the Delivery Materials and the Distribution Rights throughout the Territory until the First Delivery Date of the final Episode delivered to the Commissioning Distributor or the Payment Date (whichever is the first to occur), and the assignment, sale and transfer to the Chargee of all the Chargor's rights, title and interest in and to the Program Assets for each Episode of the Program upon the First Delivery Date of that Episode or the Payment Date (whichever is earlier to occur),
- (iii) the right of the Chargee, on the terms and subject to the conditions set forth in the Distribution Agreement, to retain amounts derived from the exploitation of the Rights in the Program not required pursuant to the express terms of the Distribution Agreement to be paid to the Chargor,
- (iv) all other obligations, covenants, representations and warranties of the Chargor under the Distribution Agreement, whether now existing or hereafter arising, and
- (v) the Chargor's obligations, covenants, representations and warranties under the Charge (including, as to all of clauses (i)-(v) of Recital C of the Charge, the payment of any and all amounts which would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U S C 362(a) or the operation of any other provision of law of any jurisdiction which would otherwise cause a stay of payment of such amounts) (collectively, the "**Secured Obligations**")

In accordance with Section 860 of the Companies Act 2006	MG01 - continuation page Particulars of a mortgage or charge	
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Short particulars	<p style="text-align: center;">SECTION 1 - Security:</p> <p>Grant of Security Interest</p> <p>The Chargor mortgaged, assigned, transferred, set over, conveyed, granted and delivered to the Chargee and granted to the Chargee a security interest, copyright mortgage and lien in and to all of the Chargor's right, title and interest in and to the collateral as described in Exhibit A of the Charge (as set forth at Section 2 of this Form MG01), wherever located, whether in existence at the date of the Charge or created following the date of the Charge, and whether owned at the date of the Charge or acquired following the date of the Charge, (the "Collateral") (such security interest, copyright mortgage and lien are collectively referred to in the Charge and this Form MG01 as the "Security Interest") To the extent any of the Collateral, or any rights therein, are not yet in existence or are not yet owned or acquired by the Chargor, such Collateral and rights were (to the extent applicable) mortgaged, assigned, transferred, set over, conveyed, granted and delivered to the Chargee, and a security interest, copyright mortgage and lien in such Collateral and rights were (to the extent applicable) granted to the Chargee, by way of present assignment of future copyright</p> <p style="text-align: center;">SECTION 2 - DEFINITIONS:</p> <p>"Budget Contribution" has the meaning specified in the Production Services Agreement,</p> <p>"Co Producers" means the First Co Producer and the Second Co Producer,</p> <p>"Collateral" means all of the following, whether owned at the date of the Charge, acquired or arising thereafter, wheresoever located, together with all accessions thereto and proceeds thereof</p> <p>1 The Rights (as defined below) in and to certain episodes of the television program provisionally entitled "The River" (such episodes collectively, the "Program") and all rights in and relating to the Program, and all of the following, to the extent necessary for the Chargee to exercise the Rights in the Program and to secure all of the Chargee's other rights under the Distribution Agreement (including, without limitation, the Chargee's right to receipts or payment as set forth thereunder)</p> <p>(a) the Program and all rights in and relating to the Program,</p> <p>(b) the teleplay upon which the Program is based (the "Teleplay") and all rights in and</p>	

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	<p>relating to the Teleplay,</p> <p>(c) all rights in and to any literary, musical, dramatic or other material upon which the Teleplay and/or Program is based or which is used or included in the Program, including all preliminary and final scripts, scenarios, teleplays (including the Teleplay), bibles, stories, treatments, novels, outlines, books, titles, concepts, manuscripts or other properties or materials of any kind or nature, and all rights pursuant to any and all documents pursuant to which Chargor secured any right, title or interest in and to any of the foregoing (collectively, the "Literary Property"),</p> <p>(d) all collateral, allied, ancillary, subsidiary, publishing and merchandising rights of every kind and nature, without limitation, derived from, appurtenant to or related to the Program or the Literary Property, including, without limitation, all production, exploitation, or reissue, remake, sequel, serial or production rights by any means and in any medium now known or hereafter devised, whether based upon, derived from or inspired by the Program, the Literary Property or any part thereof, all rights to use, exploit and license others to use or exploit any and all novelization, publishing, commercial tie-ups and merchandising rights of every kind and nature, including, without limitation, all novelization, publishing, merchandising rights and commercial tie-ups arising out of or connected with or inspired by the Program or the Literary Property, the title of the Program, the characters appearing in the Program or the Literary Property and/or the names or characteristics of said characters, and including further, without limitation, any and all commercial exploitation in connection with or related to the Program, all remakes or sequels thereof and/or the Literary Property,</p> <p>(e) all rights of every kind or nature, present and future, in and to all agreements and understandings (whether or not evidenced in writing) relating to the Teleplay, the Program, and the development, production, completion, delivery and exploitation of the Program, including, without limitation, all agreements for personal services, including the services of writers, directors, cast, producers, special effects personnel, personnel, animators, cameramen and other creative, artistic and technical staff and agreements for the use of studio space, equipment, facilities, locations, animation services, special effects services and laboratory contracts, and any and all rights derived therefrom or relating thereto,</p> <p>(f) the Delivery Materials and all other tangible personal property and physical properties of every kind or nature whatsoever of or relating to the Program (including, without limitation, (A) all exposed film, developed film, positives, negatives, prints, answer prints, trailers, soundtracks, music and effects tracks, video masters, video and audio recordings (collectively, the "Physical Elements"), and (B) copies of all (1) continuity lists, (2) dialogue</p>	

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	<p>lists, (3) spotting lists, (4) synchronization licenses, (5) composers agreements, (6) contracts relating to the acquisition and production of the Program, (7) cast lists, (8) still photographs and artwork, (9) press books, (10) story synopses, (11) credit requirements lists, (12) posters, (13) advertising, and (14) publicity materials), and all versions thereof (including, without limitation, all foreign language versions) and all of Chargor's rights of access to and use of the foregoing (collectively and together with the Physical Elements, the "Physical Properties"),</p> <p>(g) all rights (including without limitation all motion picture, television and other production rights) in and to any and all lyrics, music and musical compositions created for, used in or to be used in connection with the Program, including, without limitation, all copyrights therein, and further including, without limitation, all rights to record, rerecord, produce, reproduce and/or synchronize all of said lyrics, music and musical compositions in and in connection with motion picture, television and other productions (collectively, the "Music Rights"),</p> <p>(h) the title of the Program and all marks and devices connected with or related to the Program or used or to be used in connection with the exploitation of the Program, and all rights of Chargor to the use of all of the foregoing, including, without limitation, rights protected pursuant to trademark, service mark, unfair competition and/or the rules and principles of law pertaining thereto or to any other applicable statutory, common law, or other rule or principle of law,</p> <p>(i) the Collateral Agreements and any other agreements to which Chargor is a party in any way relating to the Program (including, without limitation, any and all monies due, owing and/or payable to Chargor thereunder),</p> <p>(j) all insurance and insurance policies heretofore or hereafter placed upon the Program, the Physical Properties or the insurable properties thereof and/or upon any individual, corporation, trust, estate, partnership, joint venture, company, association, league, group, government bureau, agency or subdivision thereof or other entity of whatsoever kind or nature (incorporated or unincorporated) (collectively, "Person") or Persons engaged in the development, production, completion, delivery or exploitation of the Program and the proceeds thereof,</p> <p>(k) all rights in and to all agreements and commitments relating to the development, production, completion, delivery and exploitation of the Program, including, without limitation, all agreements and commitments for personal services, including the services of all members of the casts and crews,</p> <p>(l) all statutory and common-law copyrights, domestic and foreign, and all renewals and</p>	

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	<p>extensions of any such copyrights, and all rights and interests in such copyrights, renewals and extensions, obtained or to be obtained on the Program, the Literary Property and/or the Music Rights, together with any and all copyrights, domestic and foreign, and all renewals and extensions of any such copyrights, and all rights and interests in such copyrights, renewals and extensions, obtained or to be obtained in connection with the Program or any underlying or component elements of the Program, including without limitation the Literary Property and the Music Rights, together with the right to copyright and all rights to renew or extend such copyrights and the right to sue in the name of Chargor, or in Chargee's name, for past, present and future infringements of copyright upon the Program and/or the Literary Property and/or the Music Rights and/or any part thereof,</p> <p>(m) all rights to produce, acquire, finance, release, sell, distribute, subdistribute or otherwise exploit the Program, the Literary Property, the Music Rights, the Physical Properties and any and all rights therein in any manner, in any media throughout the universe, in perpetuity,</p> <p>(n) all rights under contract or any other commitment or agreement which grant to any Person (including without limitation all rights under contract or any other commitment or agreement which grant to Chargee) any right to produce, acquire, finance, release, sell, distribute, subdistribute or otherwise exploit the Program or any rights in or to the Program, and all accounts and general intangibles arising out of the exploitation of the Program or otherwise associated with or relating to the Program, including without limitation all rights to receive any sums payable under any such contract, commitment, agreement, accounts or general intangibles, and</p> <p>(o) any security interest, copyright mortgage, mortgage, lien, pledge, charge, encumbrance, limitation, restriction, right, claim, license, lease, sale, purchase or assignment of any kind or nature in, to, of or upon any of the foregoing</p> <p>2 All deposit and other accounts and any extension or renewal of such accounts and all certificates and instruments, if any, from time to time representing or evidencing such accounts from time to time opened by Chargor in connection with the Program, including, without limitation, the Chargor Receipts Account (as defined in the Receipts Sweep Instructions) and Chargor Funding Account (as defined in the First Co Producer Irrevocable Funding Instructions) (including all monies standing to the credit of such account and all debts represented by the foregoing from time to time) (referred to in the Charge and this MG01 collectively as the "Accounts")</p> <p>3 All cash, cash equivalents and other funds of Chargor in connection with the Program including, but not limited to, Chargor's deposits in the Accounts, and all drafts, checks,</p>	

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	<p>certificates of deposit, notes, bills of exchange and other writings that evidence a right to the payment of money and are not themselves security agreements or leases and are of a type which is in the ordinary course of business transferred by delivery with any necessary endorsement or assignment whether now owned or hereafter acquired (all such drafts, checks, certificates of deposit, notes, bills of exchange and other writings, whenever acquired, referred to in the Charge and this Form MG01 collectively as the "Instruments")</p> <p>4 All interest, dividends, cash, Instruments or other property from time to time received, receivable or otherwise distributable in respect of or in exchange for any or all of the Collateral described in paragraphs 2 and 3 of the Charge (as set forth in paragraphs 2 and 3 above)</p> <p>5 All shares of stock, partnership or joint venture interests and similar evidences of investments of any person owned by the Chargor in connection with the Program and the certificates representing such shares or other evidences of investments and any interest of the Chargor in the entries on the books of any financial intermediary pertaining to such shares or other evidences of investments, all dividends, cash, options, warrants, rights, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares</p> <p>6 To the extent not included in the items described in paragraphs 1 through 5 of the Charge (as set forth in paragraphs 1 through 5 above), any and all tangible and intangible personal property of Chargor insofar as it relates to the Program, including, without limitation, any and all accounts, general intangibles, chattel paper, commercial tort claims, deposit accounts, documents, instruments and goods, including inventory, investment property, letter of credit rights, letters of credit, money and contract rights, now owned or hereafter acquired by the Chargor and all other property, assets and things of value of every kind and nature tangible or intangible, absolute or contingent, legal or equitable, which the Chargor may be possessed of or entitled to or that are now owned or may be hereafter acquired by the Chargor and the products and proceeds thereof</p> <p>7 All results, products, proceeds, additions and accessions of any kind and character of any and all of the foregoing Collateral and, to the extent not otherwise included, all payments under insurance or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral For purposes of the Charge and this Form MG01, the term "Proceeds" includes whatever is receivable or received when Collateral or proceeds are sold, collected, exchanged or otherwise disposed of, whether such disposition is voluntary or involuntary, and includes, without limitation, all rights to payment,</p>	

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	<p>including returned premiums, with respect to any insurance relating thereto</p> <p>"Collateral Agreements" means collectively (i) the Distribution Agreement, (ii) the Receipts Sweep Instructions (as defined in the Loan Agreement), (iii) the First Co-Producer Irrevocable Funding Instructions (as defined in the Loan Agreement), (iv) that certain Program Distributor Instruction Letter dated on or about the date of the Charge, among the Program Distributor, the Chargee, the Chargor and Ambridge Productions Limited, and (v) that certain Production Services Agreement, dated on or about the date of the Charge, among the PSC, the Chargor and Ambridge Productions Limited (as all 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 Distributor" means the Chargee,</p> <p>"Commissioning Distributor's Fee" means an amount of £2,762,436,</p> <p>"Complete Delivery Materials" means those materials set out in Part B and Part C of Exhibit F of the Distribution Agreement,</p> <p>"Delivery Materials" means the First Delivery Materials and the Complete Delivery Materials, both as set out in Exhibit F to the Distribution Agreement</p> <p>"Distribution Agreement" means that certain commissioning and distribution agreement, dated as of the date of the Charge among the Chargee, the Chargor and Ambridge Productions Limited,</p> <p>"Distribution Rights" means all rights of exploitation and distribution of the Program by all means and in all media throughout the Territory, together with all such rights in and to the Program Assets and the Underlying Rights as are necessary solely to exploit such rights, including all rights, if any, to authorize, prohibit and/or control and collect revenues from the rental, lending, private copying, fixation, reproduction and/or other exploitation of the Program 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 Program 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>	

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	<p>"Episode" means each separate episode comprised in the Program,</p> <p>"First Co Producer" means the Chargor,</p> <p>"First Co Producer Irrevocable Funding Instructions" shall have the meaning ascribed to it in the Loan Agreement,</p> <p>"First Delivery Date" means in respect of each Episode four (4) days prior to the initial broadcast date for such Episode or such other date as the Commissioning Distributor shall notify to the Co-Producers,</p> <p>"First Delivery Materials" means those materials set out in Part A of Exhibit F of the Distribution Agreement,</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 Program,</p> <p>"Loan Agreement" means the loan agreement, dated on or about the date of the Charge, between the Chargee and Ingenious Treasury Services (Financing) Limited (together with all exhibits, schedules and addenda attached thereto, and as the same may from time to time be amended, supplemented, modified, restated or amended and restated),</p> <p>"Payment Date" means the date of payment in full of either the WIP Price or the Purchase Price,</p> <p>"Production Services Agreement" means the production services agreement dated on or about the date of the Loan Agreement between the Co-Producers and the PSC pursuant to which the Co-Producers have engaged the PSC to render production services on the Program,</p> <p>"Program 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 Program,</p> <p>"Program Distributor" means FTP Productions, LLC whose principal place of business is at</p>	

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	<p>500 South Buena Vista Street, Burbank, CA 91521 USA,</p> <p>"Program Distribution Agreement" means the program distribution agreement in relation to the Program dated on or about the date of the Distribution Agreement and entered into between the Program Distributor and the Commissioning Distributor,</p> <p>"Program Distributor Instruction Letter" means the letter agreement between the Program Distributor, the Commissioning Distributor, and the Co-Producers in relation to the Program dated on or about the date hereof,</p> <p>"Program Price" means the amount of £14,259,614,</p> <p>"PSC" means FTP Production Services, LLC whose principal place of business is at 500 South Buena Vista Street, Burbank, CA 91521 ,USA ,</p> <p>"Purchase Price" means an amount of £11,497,178 being the Program Price less the Commissioning Distributor's Fee,</p> <p>"Receipts Sweep Instructions" shall have the meaning ascribed to it in the Loan Agreement,</p> <p>"Receivables" means (i) any and all amounts due, owing, payable or outstanding to 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 collectively (i) the Security Agreements, (ii) the Distribution Agreement, (iii) that certain Production Services Agreement, dated on or about the date of the Charge, among the PSC, Chargor and Ambridge Productions Limited, (iv) that certain Program Distribution Agreement, dated on or about the date of the Charge, between the Program Distributor and Chargee, (v) that certain Program Distributor Instruction Letter, dated on or about the date of the Charge, among the Program Distributor, Chargee, Chargor and Ambridge Productions Limited, (vi) the Co-Production Agreement (as defined in the Loan Agreement), (vii) the Loan Agreement, (viii) the First Co-Production Irrevocable Funding Instructions (as defined in the Loan Agreement), (ix) the Receipts Sweep Instructions (as defined in the Loan Agreement), and (x) any other agreement relating to the production or</p>	

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	<p>financing of the Program to which Chargor is a party,</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 Program and all material created therefore, whether included in the final version or not,</p> <p>(b) all allied and ancillary rights in and to the Program including without limitation all format, sequel, remake, further series, merchandising, commercial tie-in, literary publishing, music publishing, soundtrack album, non broadcast (including videogram, 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 Program,</p> <p>(d) all property and ownership in all Delivery Materials to be created or acquired in connection with the Program 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 Program including all warranties and indemnities given therein,</p> <p>(f) the entire remaining benefit of all grants, licenses or rights, waivers, consents, covenants, warranties, undertakings and/or representations in all of the licenses and agreements (including without limitation in the Underlying Rights Agreement) as necessary for the production and exploitation of the Program,</p> <p>"Script" means the scripts for the Program, approved by the Commissioning Distributor 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 Agreements" means collectively (i) the Charge; (ii) that certain CDA deed of</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>charge and security assignment, dated on or about the date of the Charge, between Chargor and Chargee, (iii) that certain ITSFL deed of charge and security assignment, dated on or about the date of the Charge, between ITSFL and Chargee, (iv) the Parent Guarantee (as defined in the Loan Agreement), and (v) any other security and/or guarantee given on or after the date of the Charge as security for the obligations and/or liabilities of Chargor under the Charge, including, for the avoidance of doubt, any such security and/or guarantee given under US law and as well as under English law,</p> <p>"Source Material" means any and all literary, dramatic, musical and artistic material incorporated in the Program, including the Script and the Format and all other underlying material upon which the Script and the Program 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 Agreement" 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 Program as set out in Exhibit C to the Distribution Agreement,</p> <p>"WIP Price" means the net value of the Program Assets from time to time which shall be equal to the total amount of the Budget Contribution advanced by the Co-Producers in accordance with the Production Services Agreement from time to time less any amount indefeasibly returned to the Co-Producers in accordance with the terms of the Production Services Agreement</p>	

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	



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. 3**

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



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES