

MG01

Particulars of a mortgage or charge

01 2026 113


Companies House
for the record

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

MONDAY



LD4 *L2026RIY* 14/01/2013 #20

COMPANIES HOUSE

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1 Company details

Company number 0 8 0 0 5 2 5 5 /
Company name in full Alan Partridge Limited (the "Chargor") of Charles House, 5-11
Regent Street, St James's, London SW1Y 4LR

→ **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 / d 1 d 1 m 0 m 1 y 2 y 0 y 1 y 3

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 All sums due to Chargee from the Chargor in connection with the Film
including the BFI Investment and all sums due pursuant to the BFI
Agreement and all other agreements or charges entered into by the
Chargor with Chargee in relation to the Film so that any interest, fees,
expenses (including any expenses or fees incurred in the
preservation or enforcement of the security contained in the Charge)
and costs and any value added tax on any interest, fees, expenses
and costs or any other sum that is owed to Chargee and is not paid
when due shall be added to and deemed part of the debt (the "Debt"),

Capitalised terms used in this Form MG01 and its continuation sheets
but not otherwise defined shall have meaning given to them in the
Charge

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

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Particulars of a mortgage or charge

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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 | The British Film Institute (the "Chargee") |
| Address | 21 Stephen Street |
| | London |
| Postcode | W 1 T 1 L N |
| 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

Short particulars

1 CHARGE

1 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 (subject only to the Chargee's obligation to release specified in Clause 11 of the Charge), the Chargor's right, title and interest in and to the following throughout the universe but excluding the UK Tax Credit Account and the UK Tax Credit Receipts and the right to claim and be paid the UK Tax Credit

1 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,

1 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,

1 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,

1 1 4 the revenues from book debts owed to the Chargor in respect of, and proceeds of, any or all of the above,

1 1 5 (insofar as not effectively assigned pursuant to Clause 3 of the Charge) those items referred to in paragraph 2 of this Form MG01 and Clause 3 of the Charge,

1 1 6 any and all plant and machinery, fixture or equipment or chattels relating to the Film now or hereafter belonging to the Chargor,

Continued

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Particulars of a mortgage or charge

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|-------------------|--|
| 6 | Short particulars of all the property mortgaged or charged |
| | Please give the short particulars of the property mortgaged or charged |
| Short particulars | <p>1 1 7 all other tangible properties created or to be created or acquired by the Chargor in connection with the Film,</p> <p>1 1 8 (insofar as not effectively assigned pursuant to paragraph 2 of this Form MG01 and 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>1 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 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 and the Chargor agreed not to part with, sell or dispose of the whole or part of its said undertaking and assets (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 mentioned in paragraph 2 of this Form MG01 and Clause 3 of the Charge)</p> <p>1 3 The floating charge referred to in in paragraph 1 2 of this Form MG01 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>2 ASSIGNMENT</p> <p>The Chargor, by way of continuing security for the payment and performance of the Secured Obligations assigned to the Chargee with full title guarantee (subject only to the right of reassignment in favour of the Chargor specified in Clause 11 of the Charge 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 (whether now owned or hereafter acquired or created) in and to the following but excluding the UK Tax Credit Account and the UK Tax Credit Receipts and the right to claim and be paid the UK Tax Credit</p> <p>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,</p> <p>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,</p> <p>2 3 all literary, property and ancillary rights (including, without limitation, all publishing, and merchandising rights) in the Film,</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 | |
|-------------------|---|-----------|
| | 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 TRUST</p> <p>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>4 NEGATIVE PLEDGE</p> <p>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>5 WARRANTY</p> <p>5 1 The Chargor repeated in favour of the Chargee the warranties and representations set out in the BFI Agreement as if the same were set out in full in the Charge and, in addition, the Chargor warranted, undertook and agreed with the Chargee that</p> | Continued |

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

it is and will be, subject to the Charge, the owner with full title guarantee of the Chargor's interest in and to the Collateral to the exclusion of others and that the Collateral is and shall be free from all charges, liens, encumbrances, options, equities, trusts and claims save for those referred to in the Interparty Agreement

Definitions

"Accounts" means the Production Account and any additional accounts established by the Chargor for the Film together with the Chargor's interest in any collection account for the Film,

"BBC" means the British Broadcasting Corporation,

"BFI Agreement" means the production finance agreement dated on or about the date of the Charge between Chargee and the Chargor pursuant to which Chargee agreed to make available certain funds to the Chargor in connection with the Film,

"BFI Investment" means all amounts advanced or to be advanced by Chargee under or pursuant to the BFI Finance Agreement,

"Collateral" means the property, assets and interests (whether present or future) hereby charged or assigned or to be charged or assigned or each or any of them or part thereof under this Deed in favour of the Chargee and all other property and assets which at any time are or are required to be charged in favour of the Chargee under the Deed,

"Collection Agreement" means the collection and disbursements agreement relating to the Film to be entered into by inter alios, the Chargor, the Chargee, BBC, SCL and Film Finances as the same may be amended, varied and supplemented from time to time,

"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,

"Event of Default" means any of the occurrences listed in Clause 31 of the Standard Terms of the BFI Agreement,

"Film" means the feature film currently entitled "Alan Partridge the Movie",

"Film Finances" means Film Finances, Inc ,

"Interparty Agreement" means the interparty agreement in respect of the Film between inter alios the Chargor, the Chargee, BBC, SCL and Film Finances,

Continued

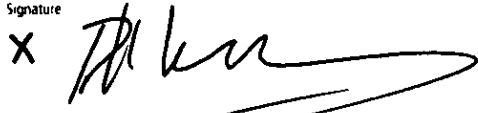
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| 6 | Short particulars of all the property mortgaged or charged | |
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| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>"Production Account" shall mean the production account in respect of the Film held at Barclays Bank PLC with the following details Account name Alan Partridge Limited, Account number 73950026, Sort Code 20-12-75,</p> <p>"Relevant Agreements" means this Deed, the Interparty Agreement, the Collection Agreement, the BFI Agreement, the Interparty Agreement and any other document required as a condition precedent or condition subsequent to the BFI 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>"SCL" means STUDIOCANAL Limited (Company Number 03647235) of 50 Marshall Street, London W1F 9BQ,</p> <p>"Secured Obligations" means the Chargor's obligations set out in Clause 2 of the Charge to pay or discharge to Chargee the Debt on demand as and when due in accordance with the terms of the Relevant Agreements 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> <p>"UK Tax Credit" means the maximum cash element of the United Kingdom film tax relief payable to the Producer in respect of the Film pursuant to Part 15 of the Corporation Tax Act 2009,</p> <p>"UK Tax Credit Account" means the tax credit account in respect of the Film held at Barclays Bank PLC with the following details Account name Alan Partridge Limited – Tax Credit Account, Account no 33288137, Sort code 20-12-75,</p> <p>"UK Tax Credit Receipts" means one hundred per cent (100%) of all sums received into the UK Tax Credit Account by way of payment of UK Tax Credit in respect of the Film</p> | |

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|----------------------------------|--|--|
| 7 | <p>Particulars as to commission, allowance or discount (if any)</p> <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"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p> | |
| Commission allowance or discount | N/A | |
| 8 | <p>Delivery of instrument</p> <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> | |
| 9 | <p>Signature</p> <p>Please sign the form here</p> <p>Signature  (RF1) X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p> | |

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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 **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 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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 8005255
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF SECURITY ASSIGNMENT
AND CHARGE DATED 11 JANUARY 2013 AND CREATED BY
ALAN PARTRIDGE LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE COMPANY TO THE BRITISH
FILM INSTITUTE 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 14 JANUARY
2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 JANUARY
2013



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

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