

MR01

Particulars of a charge



Companies House

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

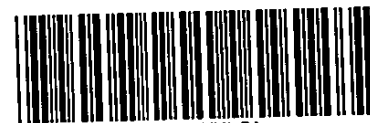
☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form must be delivered to the Registrar for registration
21 days beginning with the day after the date of creation of the charge.
If delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form
scanned and placed on the public record



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05/11/2013

#27

COMPANIES HOUSE

TUESDAY

1 Company details

Company number 0 8 6 3 6 0 7 7 /

Company name in full Acorn Productions (UK) Limited /

For official use

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d 2 8 m 1 0 y 2 0 1 3 /

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Coutts & Co /

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

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

Description

To the extent not validly assigned pursuant to the security instrument
(i) all trademarks, trademark rights, patents and patent rights relating to the Television Series provisionally titled "Foyle's War Series 9" ("Programme"), and
(ii) the rights to the exclusive use of the title of the Programme

Except as set out above, there is not any land, (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge. Please refer to the charging instrument for details of property subject to the fixed charge

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

- ☒ **Yes**
☐ **No**

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

- ☐ **Yes** Continue
☒ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

- ☐ **Yes**

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

- ☒ **Yes**
☐ **No**

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Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X

Reed Smith LLP.

X

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

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Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name
Nicholas Weaser

Company name
Reed Smith LLP

Address
The Broadgate Tower

20 Primrose Street

Post town
London

County/Region

Postcode
E C 2 A 2 R S

Country
United Kingdom

DX

Telephone
020 3116 3957



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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 filed on paper.

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



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8636077

Charge code: 0863 6077 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th October 2013 and created by ACORN PRODUCTIONS (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th November 2013.

Given at Companies House, Cardiff on 11th November 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

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We hereby certify that, save for material redacted pursuant to s859G of the Companies

CHARGE AND DEED OF ASSIGNMENT BY WAY OF SECURITY

Act 2006, this copy instrument is a correct copy of the original charge 2013

Dated 28 October

Reed Smith LLP
4/11/13

BETWEEN:

- (1) COUTTS & CO (the 'Bank') of 440 Strand London WC2R 0QS, and
- (2) ACORN PRODUCTIONS (UK) LIMITED, a company incorporated under the laws of England (Company No 08636077) ('the Borrower'), whose registered office is at 4th floor, 67 – 68 Long Acre, London WC2E 9JD

RECITALS

(A) The Borrower is producing a series of television programmes entitled 'Foyle's War Series 9' as more particularly described in the Facility Letter referred to below (the 'Programme').

(B) Pursuant to a facility letter between the Bank and the Borrower dated on or about the date of this Deed (the 'Facility Letter') the Bank has agreed to make available to the Borrower a cash advance facility (the 'Facility') to be used in part-financing the budgeted cost of producing, completing and delivering the Programme

(C) As a condition precedent to the availability of the Facility and as security for the payment or repayment of all amounts from time to time due, owing, outstanding or payable by the Borrower to the Bank pursuant to the Facility Letter (the 'Debt') and the performance by the Borrower of all its obligations under the Facility Letter (such payment, repayment and performance being collectively the 'Secured Obligations') the Bank requires that the Borrower enters into this Charge and Deed of Assignment By Way of Security ('this Deed') and a debenture granting to the Bank security over all its assets (the 'Debenture') The Borrower has accordingly agreed to enter into this Deed and the Debenture as the availability of the Facility is of benefit to it

OPERATIVE PROVISIONS

1 Capitalised terms used in this Deed and not defined in it have the meaning set out in the Facility Letter In this Deed "including" means "including without limitation" All references in this Deed to any agreement, document or contract is to the same as it may hereafter be amended or supplemented

2 The Borrower covenants with the Bank to pay or repay the Debt upon demand made in accordance with the terms of the Facility Letter and perform all its obligations under the Facility Letter

3 In order to secure the payment, repayment and performance of the Secured Obligations, the Borrower

(a) assigns to the Bank by way of security (and in so far as necessary by way of present assignment of future copyright pursuant to Section 91 of the Copyright Designs and Patents Act 1988) all its right, title and interest in and to the following throughout the universe (collectively the 'Assigned Property')

(i) the entire benefit to the Borrower of the agreement dated on or about the date of this Deed relating to the Programme between the Borrower, ITV Rights Limited and Channel Television Limited (collectively "ITV"), including the right to receive all amounts payable to the Borrower thereunder and the benefit of all representations, warranties, undertakings and covenants made thereunder,

- (ii) the entire benefit to the Borrower of the distribution agreement relating to the Programme between the Borrower and Acorn Global Enterprises Limited pursuant to which the Borrower has licensed and/or assigned to Acorn Global Enterprises Limited certain rights to exploit the Programme including the right to receive all amounts payable to the Borrower thereunder and the benefit of all representations, warranties, undertakings and covenants made thereunder,
 - (iii) the entire benefit to the Borrower of the Production Agreement dated on or about the date of this Deed relating to the Programme between the Borrower, Acorn Media Group Inc, Eleventh Hour Films Limited and Eleventh Hour Films (FW) Limited including the benefit of all representations, warranties, undertakings and covenants made thereunder,
 - (iv) the entire benefit to the Borrower of the One Picture Licence dated on or about the date of this Deed relating to the Programme between the Borrower, Foyles War 8 Productions Limited and Acorn Media Group Inc including the benefit of all representations, warranties, undertakings and covenants made thereunder,
 - (v) the entire benefit to the Borrower of any and all other agreements now or hereafter entered into by the Borrower or which are assigned to the Borrower including the right to receive any payments to be made to the Borrower thereunder and the benefit of all representations, warranties, undertakings and covenants made thereunder, and
 - (vi) the entire copyright in the Programme,
 - (vii) all distribution, exploitation and ancillary rights in and to the Programme and any material on which it is based or which are incorporated into it and the proceeds of any or all of the foregoing and all moneys and income deriving from or arising out of the Programme,
- (b) charges all its right, title and interest in and to the following (the **'Charged Property'**) in favour of the Bank by way of first fixed charge to the extent capable of being a fixed charge throughout the universe
- (i) the Assigned Property to the extent (if at all) not validly assigned to the Bank pursuant to Clause 3(a) above,
 - (ii) 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,
 - (iii) all positive prints, film, 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,
 - (iv) 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,
 - (v) 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,
 - (vi) all rights and properties (including, without limitation, physical properties) created or acquired or to be created or acquired by the Borrower in connection with the Programme,
 - (vii) all moneys from time to time standing to the credit of any account held by the Borrower at any bank or financial institution into which any moneys payable to it in connection with the Programme, its production, financing and/or exploitation are or will be paid, and without prejudice to the foregoing it agrees to hold such all such moneys on trust for the Bank

and consents to the Bank giving notice of the Bank's interest in each such account to the bank or other financial institution at which such account is or may be held,

(iv) the proceeds of any or all of the foregoing

4 The covenants implied s 2 of the Law of Property (Miscellaneous Provisions) Act 1994 in a disposition with full title guarantee shall apply to assignment and charging made by the Borrower pursuant to Clause 3 above provided that the operation of such covenants shall be extended by the omission from sub-section (1) of s 3 of that Act of the words after "third parties" in paragraph (b) of that sub-section

5 The restrictions contained in ss 93, 103 and 109 of the Law of Property Act 1925 shall not apply to the security hereby created

6 The Borrower represents, warrants and undertakes with the Bank that

(a) it has not sold, assigned or in any way encumbered any of the Borrower's rights, title and interest in and to the Assigned Property or the Charged Property (together the 'Collateral') other than by entering into and performing the agreements referred to in Clause 3(a) above and the Debenture and that the Borrower will not hereafter sell, assign or in any way encumber any of such right, title or interest without the prior written consent of the Bank,

(b) the Borrower has full power and title to assign (by way of security) the Assigned Property and to charge the Charged Property in accordance with this Deed and has taken all corporate action necessary to authorise the execution and performance of this Deed

7 The security created by this Deed shall become enforceable and the Debt shall immediately become due and payable upon the happening of any Event of Default

8 At any time after an Event of Default has occurred

(a) the Bank may appoint one or more receivers or may itself thereafter act with respect to the Charged Property upon such terms as the Bank shall think fit in the Bank's absolute discretion (any such receiver (whether appointed pursuant to the Enterprise Act 2002 or otherwise) so appointed shall be referred to herein as a 'Receiver') and the Bank may from time to time remove any Receiver and appoint one or more other Receivers in such Receiver's place,

(b) the Receiver(s) shall have, and whether or not the Bank appoints any Receiver, the Bank shall also have, all the powers set out in the Law of Property Act 1925 and in Schedule 1 to the Insolvency Act 1986 in addition to all other powers which the Bank and/or any Receiver shall have by law and/or by custom and practice,

(c) the Bank acting pursuant to this clause or any Receiver shall be the agent of the and nothing herein contained shall make the Bank liable to any Receiver in respect of the Receiver's remuneration or expenses for which, together with the Receiver's acts, contracts, defaults and omissions the Borrower alone shall be liable,

(d) the Bank may deal with the Assigned Property as if it were the absolute beneficial owner of it and shall not be liable to the Borrower as a consequence,

(e) neither the Bank nor any Receiver shall be liable to the Borrower by reason of any exercise of the Bank's or the Receiver's rights and powers hereunder including, without limitation, as mortgagee in possession

9 This Deed shall be a continuing security to the Bank notwithstanding any settlement or other act, omission or thing whatsoever which but for this provision might operate to release, affect or otherwise exonerate the Borrower from its obligations hereunder or release or diminish the security conferred hereunder

10 In order to perfect the security created by this Deed the Borrower

(a) agrees at its own expense to execute all further documents and to take all further actions reasonably required by the Bank to give effect to such security,

(b) irrevocably appoints the Bank and/or any Receiver (such appointment being coupled with an interest) jointly and severally as the attorney or attorneys of the Borrower in the Borrower's name and on the Borrower's behalf to execute and deliver any document or do any act which the Bank may reasonably require for the purpose of realising this security in the event that the Borrower does not execute such further documentation as may be reasonably required by the Bank within two business days of notice of such requirement. The Borrower shall on request ratify and confirm all such documents and acts

11 Nothing herein contained shall operate so as to merge or otherwise prejudice or affect any other security (including the security created by the Debenture) or any contractual or other right which the Bank may at any time have for any money or liabilities or other sums due or incurred by the Borrower to the Bank or any right or remedy of the Bank thereunder and any receipt, release or discharge of the security provided by, or of any liability arising under, this Deed shall not release or discharge the Borrower from any liability to the Bank for the same or any other moneys which may exist independently of this Deed. The Bank may elect to enforce its rights and security under this Deed and the Debenture separately or together

12 Upon the indefeasible payment, repayment and performance of the Secured Obligations in full, the Bank shall at the request and expense of the Borrower release the Charged Property to the Borrower and re-assign the Assigned Property to the Borrower

13 Until such re-assignment to the Borrower, the Bank grants to the Borrower a licence to use and exploit the Assigned Property and the Charged Property for the purposes of making and exploiting the Programme. Such licence may be revoked by notice on the happening of an Event of Default

14 This Deed and any non-contractual obligations or liabilities arising from or connected with it shall be governed by, and construed in accordance with, the laws of England and Wales, and the Borrower submits to the exclusive jurisdiction of the courts of England and Wales provided however that the Bank may commence and maintain any action against the Borrower arising under this Deed in the courts of any other jurisdiction

DULY EXECUTED AND DELIVERED as a DEED)
by Philip Arthur Beale as attorney for)
ACORN PRODUCTIONS (UK) LIMITED)
under a power of attorney dated 17 October 2013)
)

in the presence of


Philip Arthur Beale's signature as attorney
for Acorn Productions UK Limited

PHILIP BEALE.
Print name


Witness signature

FRANCIS GRAY
Witness name


Address of witness

SYSTEMS CO-ORDINATOR
Occupation of witness

EXECUTION COPY

SIGNED FOR AND ON BEHALF OF COUTTS &
CO.

A black rectangular box used to redact a signature.

Authorised signatory

557633584

