



Registration of a Charge

Company name: **12TH BATTALION PRODUCTIONS LIMITED**

Company number: **08915716**



X5ZP0T43

Received for Electronic Filing: **06/02/2017**

Details of Charge

Date of creation: **03/02/2017**

Charge code: **0891 5716 0001**

Persons entitled: **RICHARD JOHN TEMPLE**

Brief description:

Contains fixed charge(s).

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **HAMLINS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8915716

Charge code: 0891 5716 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd February 2017 and created by 12TH BATTALION PRODUCTIONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th February 2017 .

Given at Companies House, Cardiff on 7th February 2017

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 3 February 2017

12TH BATTALION PRODUCTIONS LIMITED

and

RICHARD JOHN TEMPLE
(trading as RT Finance)

DEED OF ASSIGNMENT OF CLAIMS IN ACTION

hamlins

Hamkins LLP
Roxburghe House
273-287 Regent Street
London W1B 2AD
Telephone: 0207 355 6000
Fax: 0207 518 9100
Ref:

We hereby certify this to be a true copy of the original

Signed CHN 03.02.2017
Hamkins LLP
Roxburghe House
273-287 Regent Street
London W1B 2AD

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THIS DEED OF ASSIGNMENT is dated 3 February 2017

BETWEEN:

- (1) **12TH BATTALION PRODUCTIONS LIMITED** incorporated and registered in England and Wales with company number 08915716 whose registered office is at Royal Majestic Studio, 196 Willesden Lane, London, London, United Kingdom, NW6 7PR (**Company**).
- (2) **RICHARD JOHN TEMPLE** (trading as RT Finance) of 32 Ebury Bridge Road, London, SW1W 8PZ (**Lender**).

THIS DEED WITNESSES as follows:

1. Definitions and Interpretation

1.1 The following definitions apply in this Assignment:

Accountants: Edwards of 34 High Street, Aldridge, Walsall, West Midlands, WS9 8LZ.

Assignment: this deed of assignment.

Debenture: a debenture to be executed as a deed by the Company as chargor in favour of the Lender as chargee under which the Company would grant security over its rights, undertaking, property and assets.

Guarantee: the deed of guarantee to be entered into between the Guarantor and the Lender in respect of the Loan Agreement.

Guarantor: Daniel Reynolds of Royal Majestic Studio, 196 Willesden Lane, London, United Kingdom, NW6 7PR.

Loan Agreement: the facility agreement between the Lender and the Company dated on or around the date of this Assignment and/or any variation amendment or extension thereof or supplement thereto from time to time.

R&D Claim: any research and development tax claim filed by the Company's Accountants with HMRC or any other tax credit from time to time.

Secured Sums: any and all moneys obligations and liabilities now or in the future due owing or incurred to the Lender by the Company whether actually or contingently and whether as principal or surety and whether on any current or other account or otherwise including without limitation any and all sums which are or may become payable to the Lender in respect of principal interest fees costs or otherwise however by the Company under or in connection with the Loan Agreement, the Guarantee or the Debenture and references to the Secured Sums include references to any of such sums.

1.2 Any reference in this Assignment to the **Company** and the **Lender** includes where the context admits a reference to its respective successors and assigns whether immediate or derivative.

1.3 Any reference in this Assignment to any statute or statutory provision shall be construed as including a reference to that statute or statutory provision as from time to time amended modified extended or re-enacted whether before or after the date of this Assignment and to all statutory instruments orders and regulations for the time being made pursuant to it or deriving validity from it.

1.4 Unless the context otherwise requires words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate unincorporated associations and partnerships.

1.5 Unless otherwise stated references to Clauses sub-clauses sub-paragraphs and Schedules relate to those in this Assignment.

2. Assignment

2.1 In consideration of the payment to the Company of £1 receipt of which is acknowledged the Company for the purpose of securing the payment to the Lender of the Secured Sums assigns and agrees to assign absolutely to the Lender all the Company's right, title, benefit and interest to and in all sums payable to or to the account of the Company under or pursuant to the R&D Claim or payable to the Company in respect of any other future tax claims including without limitation the right to receive payment of all money due to the Company under the R&D Claim.

2.2 Upon the final payment to the Lender in full of the Secured Sums the Lender shall at the request and cost of the Company assign back to the Company the things in action assigned to the Lender in Clause 2.1.

3. Company's Warranties and Agreements

The Company represents warrants and undertakes to the Lender that:

3.1 On the date of this agreement, the Company has not received a notification from HMRC or its accountants to state that no money will be due to the Company pursuant to the R&D Claim.

3.2 The Company has not (otherwise than pursuant to the Debenture) assigned, charged, pledged or otherwise incumbered any part of its right title and interest under the R&D Claim or to the money and benefits assigned to the Lender under this Assignment.

3.3 The Company shall procure that all money assigned to the Lender shall be paid to the Lender upon receipt by the Company.

3.4 The Company shall do or permit to be done each and every act or thing which the Lender may from time to time require to be done for the purpose of enforcing the Lender's rights under this Assignment and shall allow its name to be used as and when required by the Lender for that purpose.

3.5 The Company shall perform in a timely manner its obligations under any correspondence from HMRC or its Accountants in relation to the R&D Claim.

3.6 The Company shall send a copy of all notices received or given by it under the R&D Claim or future tax claims forthwith to the Lender.

3.7 The Lender shall not be obliged to make any enquiry as to the nature or sufficiency of any payment made under the R&D Claim or to make any claim or take any other action to collect any money or to enforce any rights or benefits assigned to the Lender or to which the Lender may at any time be entitled under this Assignment.

3.8 The Company shall notwithstanding this assignment remain fully liable under the Loan Agreement to the Lender.

4. Delivery of Documents

On execution of this Assignment the Company shall immediately deliver notices of assignment executed or countersigned by the Company and all third parties in such form as the Lender may require.

5. Attorney

As security for the payment of the Secured Sums under this Assignment and the Loan Agreement and for conferring on the Lender the benefit of the rights expressed to be conferred under this Assignment the Company irrevocably appoints and constitutes the Lender as the Company's true and lawful attorney with full power (in the name of the Company or otherwise) to carry out any of the Company's obligations under this Assignment the Charges and the Loan Agreement to ask require demand receive compound and give acquittance for any and all money and claims for money due or to become due under or arising out of the R&D Claim and to give valid receipts and discharges and to endorse any cheques or other instruments or orders in connection therewith and generally to file any claims or take any action or institute any proceedings which may seem necessary or advisable to the Lender for the purpose of putting into effect the intent of this Assignment and such authority and appointment shall take effect as an irrevocable appointment pursuant to the Powers of Attorney Act 1971 Section 4.

6. Further Assurance

The company agrees at any time and from time to time upon the written request of the Lender to execute and deliver promptly and duly to the Lender any and all such further instruments and documents and/or perform any acts which the Lender considers desirable or which are required by law for obtaining the full benefits of this Assignment and of the rights and powers granted or intended to be granted by it.

7. Notices

7.1 Any notice or other communication given to a party under or in connection with this Assignment shall be:

- (a) in writing;
- (b) delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by fax; and
- (c) sent to:

(i) the Company at:

Address: Royal Majestic Studio, 196 Willesden Lane, London,
London, United Kingdom, NW6 7PR

E-mail: daniel@12thbattalionproductions.com

Attention: Daniel Reynolds

(ii) the Lender at:

Address: 32 Ebury Bridge Road, London SW1W 8PZ

E-mail: rjtem@aol.com

Attention: Richard Temple (trading as RT Finance)

or to any other address or fax number as is notified in writing by one party to the other from time to time.

7.2 Any notice or other communication that the Lender gives to the Company under or in connection with this Assignment shall be deemed to have been received:

- (a) if delivered by hand, at the time it is left at the relevant address;
- (b) if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and
- (c) if sent by fax, when received in legible form.

7.3 A notice or other communication given as described in clause 7.2(a) or clause 7.2(c) on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

7.4 Any notice or other communication given to the Lender shall be deemed to have been received only on actual receipt.

8. Assignment

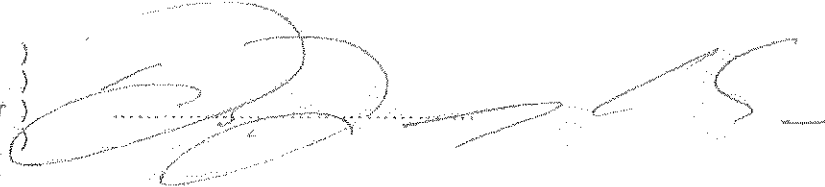
The Lender shall (subject always to the rights of the Company under this Assignment) be entitled to assign participate transfer charge or otherwise grant security over or deal in the whole or any part of its rights benefits and obligations under this Assignment.

9. Governing Law

This Assignment shall be governed by and construed in accordance with the laws of England and Wales the courts of which shall be courts of competent jurisdiction.

IN WITNESS this Deed of Assignment has been duly executed as a Deed and is intended to be and is delivered on the date first above written.

Executed as a Deed by
12TH BATTALION PRODUCTIONS LIMITED)
acting by DANIEL REYNOLDS a director)
in the presence of:



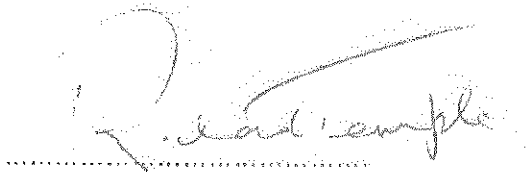
witness signature 

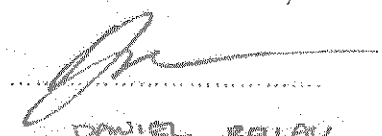
witness name printed ADAM DOVEN

witness address 179 PROVIDENCE SQUARE, LONDON, SE1 2DZ

witness occupation COMPOSER

Executed as a Deed by
RICHARD JOHN TEMPLE)
in the presence of:



witness signature 

witness name printed DANIEL BELLAN

witness address Hamlin's LLP

witness occupation Roxburghe House
273-287 Regent Street
London
W1B 2AD
DX 53803 Oxford Circus North

SOLICITOR