

MG01s

Particulars of a charge created by a company registered in Scotland



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 charge created by a
Scottish company.

☐ **What this form is NOT for**
You cannot use this form to register
particulars of a mortgage or charge
created by a company in England
and Wales or Northern Ireland. To
this, please use form MG01.

THURSDAY



SWXF4RC7

SCT

03/02/2011

681

COMPANIES HOUSE

1

Company details

Company number S C 0 7 5 1 3 3

Company name in full Ten Alps plc (the "**Chargor**")

For official use
1 4

→ 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 d3 d1 m0 m1 y2 y0 y1 y1

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge e.g. 'Standard security', 'Floating charge' etc.

Description An omnibus guarantee and set-off agreement dated 31 January 2011 (the "**Agreement**").

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Amount secured

Please give us details of the amount secured by the charge.

Amount secured The aggregate of the Principals' Liabilities and all other money and
liabilities payable by the Companies under the Agreement (the
"**Secured Obligations**").

Continuation page

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

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Mortgagee(s) or person(s) entitled to the charge

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	Bank of Scotland plc (the "Bank")
Address	1st Floor Princess House 1 Suffolk Lane
Postcode	E C 4 R 0 A X
Name	
Address	
Postcode	

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Short particulars of all the property charged

Please give the short particulars of the property charged.

Continuation page

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

Short particulars

1. Set-off

1.1 Without prejudice to the other provisions of the Agreement, the Chargor agreed that, in addition to any general lien or similar right to which the Bank as bankers may be entitled by law, the Bank may at any time and from time to time and with or without notice to the Chargor:

- (a) combine or consolidate all or any of the Accounts with all or any of the Principals' Liabilities; and
- (b) set-off or transfer any Credit Balance in or towards satisfaction of any of the Principals' Liabilities.

1.2 The Chargor with full title guarantee charged its Credit Balances to the Bank to secure repayment of the Secured Obligations.

2. Security held by the Chargor

Any security as at the date of the Agreement or thereafter held by or for the Chargor from any Principal or any other Company shall be held in trust for the Bank as security for the Secured Obligations and upon request by the Bank such Company shall forthwith deposit such security with the Bank or assign the same to the Bank.

[please see attached rider]

Rider to Form MG01S

3. NOTES

(A) The Agreement contains, without limitation, the following covenants:

- 3.1 The Chargor agrees with the Bank that it shall not (without the prior written consent of the Bank) assign, mortgage, charge or otherwise confer upon any third party any right, title or interest in or to any Credit Balance, or otherwise dispose of any Credit Balance or agree to do any such thing, or allow any such third party right, title or interest to subsist (except in each case in favour of, or upon, the Bank).

(B) Definitions

In this Form MG01 the following words and expressions shall have the following meaning:

"Accounts": means all the present and future accounts of the Chargor with the Bank whether such accounts are in the sole name of the Chargor or in the joint names of the Chargor and any of the Companies and includes accounts in the Bank's name with any designation which includes the name(s) of any one or more of the Companies and **"Account"** means any one of them;

"Companies": means Ten Alps plc and the other companies named in schedule 1 of the Agreement (set out in Note C below) (and such expression shall include any company executing a deed pursuant to sub-clause 21.1 of the Agreement but shall not include any company released pursuant to sub-clause 21.2 of the Agreement as from the date of its release) and each or any of them severally and **"Company"** means any one of them;

"Credit Balance": means any sum standing to the credit of an Account, whether in Sterling or any other currency or currency unit and the debt from time to time owing by the Bank represented by that sum and **"Credit Balances"** means all of them;

"Guarantee": means the guarantee contained in clause 2 of the Agreement and the indemnity contained in clause 4 of the Agreement (and, in each case, any corresponding provision in any deed supplemental to the Agreement);

"Principal": means any Company insofar only as it at any time owes money or has incurred liabilities (whether certain or contingent) to the Bank otherwise than pursuant to the terms of the Agreement and **"Principals"** shall mean two or more of them;

"Principals' Liabilities": means:

- (a) all money and liabilities whether actual or contingent now or at any time after the date of the Agreement due, owing or incurred from or by any one or more of the Principals to the Bank anywhere or for which any one or more of the Principals may be or become liable to the Bank in any manner whatsoever without limitation (and whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment or other transaction or by operation of law) including:
- (i) in the case of the liquidation, administration or dissolution of any Principal, all sums (whether actual or contingent) which would at any time have been due, owing or incurred to the Bank by such Principal if such liquidation,

administration or dissolution had commenced on the date of discontinuance and notwithstanding such liquidation, administration or dissolution; and

- (ii) in the event of the discontinuance of the Guarantee in respect of any Principal, all cheques, drafts or other orders or receipts for money signed, bills accepted, promissory notes made and negotiable instruments or securities drawn by or for the account of such Principal on the Bank or its agents and purporting to be dated on or before the date of discontinuance of that Guarantee, although presented to or paid by the Bank or its agents after the date of discontinuance of that Guarantee and all liabilities of such Principal to the Bank at such date whether actual or contingent and whether payable forthwith or at some future time or times and also all credits then established by the Bank for such Principal;
- (b) interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the relevant Principal or, in the absence of such agreement, at the rate, in the case of an amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select; and
- (c) commission and other banking charges and legal, administrative and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by any Principal or others and in relation to the preparation and enforcement of any security held by or offered to the Bank for such liabilities together with interest computed as provided in paragraph (b) above on each such sum from the date that the same was incurred or fell due; and

"Sterling": means the legal currency for the time being of the United Kingdom.

(C) The Companies

Company name	Registration Number
Ten Alps plc	SC075133
Able Debt Collection Limited	04964689
Atalink Limited	03562849
Blakeway Productions Limited	02908076
Brook Lapping Productions Limited	02800925
DBDA Limited	06271341

Company name	Registration Number
Films of Record Limited	01446899
Hart Davies TV Limited	02704976
M.A.S. Media Limited	03674453
Newton Project Limited	03344170
Pretend Limited	01921874
Ten Alps Communications Limited	03136090
Ten Alps Creative and Media Limited	04020096
Ten Alps Creative and Media (Fareham) Limited	01743972
Ten Alps Digital Limited	05722866
Ten Alps Live Limited	02740819
Ten Alps (Media) Limited	449394
Ten Alps TV Limited	02888301
Ten Alps Vision (Edinburgh) Limited	SC057631
Ten Alps Vision (Newcastle) Limited	04512506
T.G. Scott & Son Limited	00253690
Yossa Limited	02791227
3BM TV Limited	03066399

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Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision ①

No floating charge has been created by the Agreement.

① In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

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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

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Delivery of instrument

A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge.

In the case of a charge created out of the United Kingdom (UK), comprising property situated outside the UK, within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the UK. Certified copies of any other documents relevant to the charge should also be delivered.

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Signature ②

Please sign the form here.

Signature

Signature

X CMS Cameron McKenna LLP X

② Signature

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 AHKO

Company name

CMS Cameron McKenna LLP

Address Mitre House

160 Aldersgate Street

London

Post town

County/Region

Postcode

E C 1 A 4 D D

Country

DX DX 135316 BARBICAN 2

Telephone 020 7367 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 a certified copy of the deed (if any) 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 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 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 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



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

COMPANY NO. 75133

CHARGE NO. 14

**I HEREBY CERTIFY THAT A CHARGE CREATED BY TEN ALPS
PLC**

ON 31 JANUARY 2011

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF BANK OF SCOTLAND PLC

**WAS DELIVERED PURSUANT TO SECTION 878 OF THE
COMPANIES ACT 2006 ON 3 FEBRUARY 2011**

GIVEN AT COMPANIES HOUSE, EDINBURGH 7 FEBRUARY 2011



Companies House
— for the record —



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