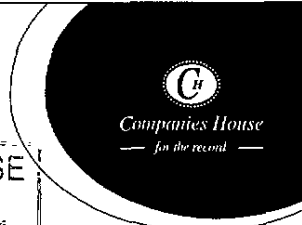


# MG01

## Particulars of a mortgage or charge

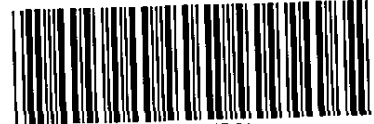


A fee is payable with this form.  
We will not accept this form unless you send the correct fee.  
Please see 'How to pay' on the last page.

**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 register  
particulars of a charge for a Scott  
company. To do this, please use  
form MG01s.

TUESDAY



JNI 16/10/2012 #73  
COMPANIES HOUSE

### 1 Company details

Company number	N	I	0	7	1	2	0	6
Company name in full	360 Production Limited ("Chargor")							

4 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	<sup>d</sup> 1	<sup>d</sup> 1	<sup>m</sup> 1	<sup>m</sup> 0	<sup>y</sup> 2	<sup>y</sup> 0	<sup>y</sup> 1	<sup>y</sup> 2
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### 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 Assignment and Charge ("the Charge")

### 4 Amount secured

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

Amount secured: All present and future monies, obligations and liabilities, whether actual or contingent, whether due, owing or incurred by the Chargor to the Financier under the Finance Documents and whether such monies, obligations or liabilities are express or implied, present or future, actual or contingent, joint or several, incurred as principal or surety or in some other capacity and whether unascertained collateral or unmatured and whether originally owing to the Financier or purchased or otherwise acquired by it, and whether denominated in sterling, or in any other currency, or incurred on any account or in any manner whatsoever ("Secured Obligations").

See Continuation Pages attached for Definitions.

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



## MG01 - continuation page

### Particulars of a mortgage or charge

4	Amount secured	
Amount secured	<p data-bbox="355 344 1126 383">Please give us details of the amount secured by the mortgage or charge.</p> <p data-bbox="355 405 488 434">Definitions:-</p> <p data-bbox="355 472 1458 573">"Assigned Property" means all the Chargor's right, title and interest in and to the following throughout the world for the full period of copyright and thereafter for such additional time as may be possible and lawful;</p> <p data-bbox="355 611 1430 640">(a) all rights of every kind and nature in and to the Literary Property including all underlying rights;</p> <p data-bbox="355 678 1453 813">(b) all rights of every kind and nature in and to any and all music and musical compositions created for, or from time to time used in, the Programme, including all rights to perform, copy, record, rerecord, produce, publish, reproduce or synchronise all of such music or musical compositions and all record, soundtrack recording and music publishing rights;</p> <p data-bbox="355 851 1449 1086">(c) all rights including all copyrights, rights in copyrights, interests in copyrights and renewals and extensions of copyrights, domestic and foreign, common law and statutory, heretofore or hereafter obtained in the Programme and the Literary Property or any part thereof, and the right (but not the obligation) to make publication thereof for copyright purposes, to register claims under copyright, and the right (but not the obligation) to renew and extend such copyrights, and the right (but not the obligation), to sue in the name of Chargor and/or in the name of the Financier for past, present and future infringements of copyright;</p> <p data-bbox="355 1124 644 1153">(d) the Distribution Rights;</p> <p data-bbox="355 1191 1465 1529">(e) (to the extent not included in the Distribution Rights) all collateral, allied, ancillary, subsidiary, publishing and merchandising rights of every kind and nature derived from or related to the Programme and the Literary Property or any part thereof, in any and all media now known or hereafter devised throughout the universe including without limitation, all production, exploitation, reissue, remake, prequel, sequel, serial and series production rights by use of film, tape or any other recording devices now known or hereafter devised, all rights to use, exploit and license others to use or exploit any and all novelisation, publishing, commercial tie-ups and merchandising rights of every kind and nature, all rights of every kind and nature related to the title or titles of the Programme, the characters appearing in the Programme or the Literary Property and/or the names or characteristics of such characters;</p> <p data-bbox="355 1568 1449 1668">(f) the title of the Programme and all of the Chargor's rights to the exclusive use thereof including rights protected pursuant to registered or unregistered trade mark, service mark, unfair competition, passing off and/or other laws, rules or principles of law or equity;</p> <p data-bbox="355 1706 1465 1973">(g) all inventions, processes, formulae, licences, patents, patent rights, trademarks, trademark rights, service marks, service mark rights, trade names, trade name rights, logos, indicia, corporate and company names, business source or business identifiers and renewals and extensions thereof, domestic and foreign, whether now owned or hereafter acquired, and the accompanying good will and other like business property rights relating to the Programme, and the right (but not the obligation) to register claims under trademark or patent and to renew and extend such trademarks or patents and the right (but not the obligation) to sue in the name of the Chargor or in the name of the Financier for past, present or future infringement of trademark or patent;</p>	

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge.	
Amount secured	<p>(h) the benefit of those of the Transaction Agreements to which the Chargor is a party and any other contracts or agreements entered into or made by or assigned to the Chargor relating (whether directly or indirectly) to the Programme, including all rights granted and all amounts payable thereunder and the benefit of all undertakings, covenants, representations and warranties made therein;</p> <p>(i) all of Chargor's right, title and interest in and to any and all sums paid or payable to Chargor now due or which hereinafter may become due to Chargor by any state, federal, provincial, or other governmental body or authority directly or indirectly as a tax credit, tax refund, tax subsidy, production credit or similar government benefit, or by any tax shelter, any co-production structure, or any similar transaction, and any and all allied, ancillary and subsidiary rights therein;</p> <p>(j) all right to receive payment under, or in connection with, all contracts and policies of insurance or indemnity relating to any of the Collateral taken out by or on behalf of the Chargor or (to the extent of its interest) in which the Chargor has an interest, all claims of whatsoever nature relating thereto and all returns of premiums in respect of such contracts or policies;</p> <p>(k) all other accounts receivable, contract rights, general intangibles, intellectual property, investment property, letter of credit rights and supporting obligations, which are related to or used in connection with the Programme;</p> <p>(l) all rights in and to any accounts relating to the Programme, including the Production Account; and</p> <p>(m) the products and proceeds of any or all of the foregoing;</p> <p>"Collateral" means the Assigned Property, the Fixed Charge Property and the Floating Charge Property;</p> <p>"Coutts Loan Agreement" means the loan agreement dated on or about the date of the Charge entered into by the Financier and the Chargor in relation to the Programme as amended or novated from time to time.</p> <p>"Coutts Security" has the meaning given to it in the Coutts Loan Agreement.</p> <p>"Distribution Rights" means the following throughout the world for the full period of copyright and thereafter (so far as is possible) in perpetuity: (a) all rights to distribute, lease, license, sell or otherwise exploit or deal with the Programme in all media (whether now known or hereafter invented or devised) and by any and all means including all rights to communicate the Programme to the public; (b) all ancillary rights; and (c) all such other rights in and to the Programme, any script or other material on which the Programme is based or which is incorporated in the Programme and as are needed for the full exploitation of the rights described in (a) and (b) above;</p> <p>"Finance Documents" means (a) the Coutts Loan Agreement; (b) the Security Agreements; and (c) any other agreement, deed, notice or certificate entered into or given by any of the Relevant Parties from time to time creating, evidencing or entered into as security for, or for supporting either of, or entered into in accordance with either of, the documents referred to in (a) and (b) above or which the Financier and the Chargor may from time to time agree constitutes a Finance Document</p>	

4	Amount secured	
Amount secured	<p data-bbox="355 344 1128 383">Please give us details of the amount secured by the mortgage or charge.</p> <p data-bbox="355 405 1437 607">"the Floating Charge Property" means (a) the business, undertaking, property, assets, revenues, rights and uncalled capital, present and future of the Chargor (but excluding the Fixed Charge Property and the Assigned Property), (b) the Fixed Charge Property to the extent (if at all) that the fixed charge over the Fixed Charge Property or any part thereof is for any reason ineffective as a fixed charge; and (c) the Assigned Property to the extent (if at all) that the assignment of such Assigned Property or part thereof is for any reason ineffective as an assignment;</p> <p data-bbox="355 645 1449 712">"the Fixed Charge Property" means all the Chargor's right, title and interest (whether now owned or hereafter acquired) in and to the following throughout the world:</p> <p data-bbox="355 750 1433 884">(a) all physical properties of every kind or nature of or relating to the Programme and all versions thereof, including all physical properties relating to the development, production, completion, delivery, exhibition, distribution or other exploitation of the Programme, and all versions thereof or any part thereof,</p> <p data-bbox="355 922 1458 1361">(b) all physical elements of the Programme, including all negatives, duplicate negatives, fine grain prints, soundtracks, positive prints (cut-outs and trims excepted), and all sound properties, video formats (including PAL/NTSC), and other physical properties in connection with the Programme and the trailer of the Programme, exposed film, developed film, positives, negatives, prints, answer prints, special effects, preprint materials (including interpositives, negatives, duplicate negatives, internegatives, colour reversals, intermediates, lavenders, fine grain master prints and matrices and all other forms of preprint elements which may be necessary or useful to produce prints or other copies or additional pre-print elements, whether now known or hereafter devised), soundtracks, recordings, audio and video tapes and discs of all types and gauges, cut-outs, trims, non-analogue recordings and tapes, including any video digital recordings and HDTV format recordings, and any and all other physical properties of every kind and nature relating to the Programme in whatever state of completion, and all duplicates, drafts, versions, variations and copies of each of the aforesaid;</p> <p data-bbox="355 1400 1465 1668">(c) all machinery, electrical and electronic components, equipment, fixtures, furniture, office machinery, vehicles, trailers, implements and other tangible personal property of every kind and description used or useful in connection with the Programme (including, without limitation, all wardrobe, props, mikes, scenery, sound stages, movable, permanent or vehicular dressing rooms, sets, lighting equipment, cameras and other photographic, sound recording and editing equipment, projectors, film developing equipment and machinery) and all goods of like kind or type hereafter acquired by Chargor in substitution or replacement thereof, and all additions and accessions thereto, wherever any of the foregoing is located;</p> <p data-bbox="355 1706 1465 1809">(d) any and all documents, receipts or books and records, including, without limitation, documents or receipts of any kind or nature issued by any pledgeholder, warehouseman or bailee with respect to the Programme and any element thereof and the equipment containing such books and records;</p> <p data-bbox="355 1848 1453 1982">(e) any account in the name of the Chargor into which the Financier pays funds in respect of the Programme and any other account of the Chargor or in which the Chargor has any rights relating to the Programme including the Production Account and all sums from time to time standing to the credit of such accounts to the Chargor;</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge.	
Amount secured	<p>(f) all other properties and things of value which are related to or used in connection with the Programme to the extent the same do not form part of the Assigned Property; and</p> <p>(g) the proceeds and products of any and/or all of the foregoing;</p> <p>"the Literary Property" means any literary, dramatic or musical material of any kind or nature upon which the Programme is (in whole or in part) based or from which it is or may be adapted or inspired or which may from time to time be used or included in the Programme;</p> <p>"Pledgeholder Agreements" means pledgeholder agreements or similar agreements entered into by every film and sound laboratory or facilities house holding or intending to hold film tape or sound material connected with the Programme in the form approved by the Financier;</p> <p>"Prohibited Security Interest" means any assignment, charge, mortgage, pledge, right of set off or trust arrangement or other arrangement having the economic effect of creating a security interest other than the Security Interests, any liens arising by operation of law and, subject to the Chargor complying with Clause 9.14 of the Coutts Loan Agreement, any liens arising in the ordinary course of trade;</p> <p>"Programme" means the television programme provisionally entitled "U-Boat" which the Chargor intends to produce.</p> <p>"Relevant Parties" means the parties to the Transaction Agreements but shall not include the Financier or any such party after such party has paid all sums due and has complied with all its material obligations under the applicable Transaction Agreement;</p> <p>"Security Agreements" has the meaning given to it in the Coutts Loan Agreement.</p> <p>"Security Interests" means the Coutts Security and any security interests granted in favour of the pledgees of any Pledgeholder Agreement;</p> <p>"Transaction Agreements" means (a) the Charge (b) the Conditions Precedent Documentation; and (c) the agreements pursuant to which the Security Interests were created.</p>	

# MG01

## Particulars of a mortgage or charge

<b>5</b>	<b>Mortgagee(s) or person(s) entitled to the charge (if any)</b>	
	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.	<b>Continuation page</b> Please use a continuation page if you need to enter more details.
Name	Coutts & Co ("the Financier")	
Address	440 Strand, London	
Postcode	W C 2 R 0 Q S	
Name		
Address		
Postcode		

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged.	<b>Continuation page</b> Please use a continuation page if you need to enter more details.
Short particulars	<p>By clause 3 of the Charge the Chargor with full title guarantee and as a continuing first-ranking security for the full and timely payment, performance and discharge of the Secured Obligations assigned the Assigned Property absolutely to the Financier (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). The Chargor shall hold on trust for the Financier (which trust the Chargor thereby declared) the Chargor's entire interest and benefit in and to the Collateral or any part thereof which cannot be charged or assigned by the Chargor together with all proceeds, money and other rights or benefits to which the Chargor is beneficially entitled in respect of such Collateral.</p> <p>By clause 4 of the Charge the Chargor with full title guarantee charged the Fixed Charge Property to the Financier by way of first fixed charge as a continuing security for the full and timely payment, performance and discharge of the Secured Obligations.</p> <p>By clause 5 of the Charge, the Chargor with full title guarantee charged the Floating Charge Property to the Financier by way of first floating charge as a continuing security for the full and timely payment performance and discharge of the Secured Obligations.</p> <p><b>Negative Pledge</b></p> <p>By clause 6 of the Charge the Chargor undertook that it shall not, without the prior written consent of the Financier, create, agree to create or allow to subsist any Prohibited Security Interest on or over the Collateral or any part of it.</p>	

# MG01

## Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>	
	<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"><li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li><li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li></ul> <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	NONE	

<b>8</b>	<b>Delivery of instrument</b>	
	<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>	

<b>9</b>	<b>Signature</b>	
	<p>Please sign the form here.</p>	
Signature	<p>Signature</p> <p>X <i>Miller McCann Wright</i> X</p>	
	<p>This form must be signed by a person with an interest in the registration of the charge.</p>	

# MG01

## Particulars of a mortgage or charge

### 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 **ABBIE LONG**

Company name **MILLAR MCCALL WYLIE LLP**

**SOLICITORS**

Address **IMPERIAL HOUSE**

**4-10 DONEGALL SQUARE EAST**

Post town **BELFAST**

Country/Region **BELFAST**

Postcode 

	B	T	1	5	H	D	
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Country **NORTHERN IRELAND**

DX **DX 465 NR BELFAST**

Telephone **02890200050**

### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**





**FILE COPY**

**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. NI71206  
CHARGE NO. 4**

**THE REGISTRAR OF COMPANIES FOR NORTHERN IRELAND  
HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT AND  
CHARGE DATED 11 OCTOBER 2012 AND CREATED BY 360  
PRODUCTION LIMITED FOR SECURING ALL MONIES DUE OR  
TO BECOME DUE FROM THE COMPANY TO COUTTS AND  
COMPANY 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 OCTOBER 2012**

**GIVEN AT COMPANIES HOUSE, BELFAST THE 17 OCTOBER  
2012**



*Companies House*  
— for the record —



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