

LL MG01

161476/52.

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)



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 created by an LLP in England and Wales or Northern Ireland

What this form is NOT for
You cannot use this form to register particulars of a mortgage or charge for a Scottish LLP
To do this, please use form LL MG01s.

TUESDAY



LD6 14/06/2011 3
COMPANIES HOUSE

1 LLP details 2 For official use

LLP number: O C 3 5 9 5 9 7

LLP name in full: Caldergrove LLP

→ **Filing 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: ^d2 ^d7 ^m0 ^m5 ^y2 ^y0 ^y1 ^y1

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: Fixed and Floating Security Document dated 27 May 2011 (the "Charge") made between Caldergrove LLP (the "Chargor") and United International Bank N V (the "Bank") (the "Charge")

4 Amount secured

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

Amount secured: All present (i.e. at the date of the Charge) and future moneys, debts and liabilities due, owing or incurred by each Borrower (as defined below) to the Bank under or in connection with (including interest) any Finance Document (as defined below) (whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise) and all costs, charges and expenses incurred by the Bank in the protection, presentation and enforcement of its rights in relation to the Finance Documents (the "Liabilities")

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

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5 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	United International Bank N V	
Address	Landhuis Joonchi II, Kaya Richard J Beaujon z/n, P O Box 152, Willemstad, Curaçao	
Postcode	<input type="text"/>	
Name	<input type="text"/>	
Address	<input type="text"/>	
Postcode	<input type="text"/>	

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged		Continuation page Please use a continuation page if you need to enter more details.
Short particulars	<p>1 Pursuant to Clause 2 1 of the Charge, the Chargor, with full title guarantee and as security for the payment of all Liabilities when due (whether by reason of passage of time or acceleration or otherwise howsoever), charges in favour of the Bank</p> <p>(a) by way of first legal mortgage, all Real Property (as defined below) in England and Wales (including that described in Schedule 2 of the Charge (Real Property) if any (note the Schedule is blank)) at the date of the Charge belonging to it,</p> <p>(b) by way of first fixed equitable charge, all other Real Property at the date of the Charge belonging to it and all Real Property acquired by it in the future,</p> <p>(c) by way of first fixed charge, all its present (i e at the date of the Charge) and future</p> <p>(i) Book Debts (as defined below),</p> <p>(ii) Bank Accounts (as defined below) and all causes of action which may from time to time be available to it in relation thereto,</p> <p>(iii) Investments (as defined below),</p> <p>(iv) uncalled capital and goodwill,</p> <p>(v) Intellectual Property (as defined below),</p> <p>(vi) beneficial interest in any pension fund,</p> <p>(vii) plant and machinery (except that mortgaged or charged by Clause 2 1 1 of the Charge (as set out in paragraph (a) above) or Clause 2 1 2 of the Charge (as set out in paragraph (b) above)), and</p> <p>Continued on the continuation page</p>	

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(viii) Insurances (as defined below) and all related proceeds, claims of any kind, returns of premium and other benefits, and

(d) by way of a first ranking absolute assignment (subject to the proviso in Clause 2 2 of the Charge (as set out below)), in respect of all Liabilities all its right, title and interest in and to

(i) all present and future Quarterly Amounts (as defined below) and the Final Minimum Sum (as defined below), and

(ii) all of the Letters of Credit (as defined below), and

(iii) all substitute Letters of Credit, deposit and other security which may be provided to it as contemplated by any Letter of Credit,

(iv) the Shamrock UK Guarantee (as defined below), and

(v) in respect of any of the assets referred to in any of (i) to (iv) of (d) above the right (subject to Clause 14 4 of the Charge) to make a demand thereunder, the debts represented thereby and all cases and rights of action in relation thereto

2 Pursuant to Clause 2 2 of the Charge

The assignments intended to be created by the Chargor (to the extent of their interest in such assets or rights) in Clause 2 1 are subject to the proviso that, following the end of the Security Period (as defined below), the Bank shall promptly after demand made by the Chargor on it reassign to the Chargor or other person entitled thereto (at the Chargor's expense) the subject matter of those assignments or, as the case may be, the balance thereof or other property or assets representing same

3 Pursuant to Clause 3 1 of the Charge

The Chargor, with full title guarantee and as security for the payment of all Liabilities when due (whether by reason of passage of time or acceleration or otherwise howsoever), charges in favour of the Bank by way of first floating charge its undertaking and all its assets, both at the date of the Charge and future (including assets expressed to be charged by Clause 2 of the Charge (Fixed Charges) (as set out above) if and in so far as the charges thereon contained in Clause 2 shall for any reason be ineffective as fixed charges)

4 Pursuant to Clause 4 1 of the Charge, the Chargor shall promptly do whatever the Bank requires

(a) to perfect or protect the Charges or the priority of the Charges, or

(b) to facilitate the realisation of the Charged Assets (as defined below) or the exercise of any rights vested in the Bank or any Receiver (as defined below),

including executing any transfer, conveyance, charge, assignment or assurance of the Charged Assets (whether to the Bank or its nominees or otherwise), making any registration and giving any notice, order or direction

5 Pursuant to Clause 4 2 of the Charge, the Chargor shall promptly do whatever the Bank shall require in order to charge the Dedicated Account (as defined below) by means of a security interest agreement governed by the laws of Curaçao

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6 Pursuant to Clause 6 9 of the Charge, the Chargor shall not create or permit to subsist any other Security (as defined below) over all or any of the Charged Assets, whether fixed or floating, and whether ranking ahead or behind of or pari passu with the Charge

7 Pursuant to Clause 6 10 of the Charge, save in the ordinary course of the Business (as defined below) and without prejudice to the provisions in the Charge regarding the operation of the Dedicated Account, the Chargor shall not without the prior written consent of the Bank sell, part with, lease, transfer, assign or otherwise dispose of, or create any interests in, by one or more transactions (whether related or not and whether voluntarily or involuntarily) all or any part of the Charged Assets

8 Pursuant to Clause 19 1 of the Charge, the Chargor by way of security irrevocably appoints the Bank, every Receiver (as defined below) and every Delegate (as defined below) severally its attorney (with full power of substitution), on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit

(i) to do anything which the Chargor is obliged to do (but has not done) under any Finance Document to which it is party (including to execute charges over, transfers, conveyances, assignments and assurances of, and other instruments, notices, orders and directions relating to, the Charged Assets), and

(ii) to exercise any of the rights conferred on the Bank, any Receiver (as defined below) or any Delegate (as defined below) in relation to the Charged Assets or under any Finance Document, the LPA or the Insolvency Act as modified and applied to limited liability partnerships by Section 14 of the LLP Act (as defined below) and Part IV of the LLP Regulations 2001 (as defined below)

9 Pursuant to Clause 19 2 of the Charge, the Chargor ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do in the exercise or purported exercise of the power of attorney granted by it in Clause 19 1 of the Charge (as set out in paragraph 8 above)

Definitions

"Bank Accounts" of the Chargor means the Dedicated Account and all current, deposit or other accounts with the Bank in which the Chargor at the date of the Charge or in the future has an interest and (to the extent of its interest) all balances at the date of the Charge or in the future standing to the credit of those accounts,

"Book Debts" of the Chargor means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), at the date of the Charge or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind,

"Borrowers" means the members of the Chargor as set out in Schedule 3 to the Charge (being

- Peter Rodgers
- Dudley Knight
- Richard Bateman
- Katherine Ford
- Rachel Bradford
- Paul Ward
- Melissa Chen Wade
- James Goldsmith

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Short particulars

- John MacKenzie
- Patrick Flyn
- Vikram Gandhi
- Tim McDonogh
- Tony Willetts
- David Young
- Steve Kneebone
- Jonathan Moss
- Jonathan Alexander),

"Business" means trading in the acquisition and worldwide exploitation of all forms of Intellectual Property and to carry out all functions and acts in connection therewith,

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets,

"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Charge,

"Curaçao Pledge" means any security interest agreement governed by the laws of Curaçao that is given by the Chargor pursuant to Clause 4 2 of the Charge (as described in paragraph 5 above),

"Dedicated Account" means the account of the Chargor held with the Bank, account no 5000579-021-000-826, any account with the Bank established pursuant to Clause 4 2 of the Charge (as described in paragraph 5 above) or any replacement account agreed to be designated as such by the Bank and the Chargor into which the Charged Assets described in Clause 3 1 of the Charge (as set out in paragraph 3 above) or the proceeds thereof as the case may be are required to be paid,

"Delegate" means a delegate or sub-delegate appointed under Clause 18 2 of the Charge,

"Facility Agreements" means the facility agreements between the Borrowers and the Bank dated on or around the date of the Charge and "Facility Agreement" shall mean any one of them,

"Final Minimum Sum" means the amount specified in Appendix II of the Principal Exploitation Agreement which is payable to the Chargor in accordance with the provisions of the Principal Exploitation Agreement (being £4,660,000),

"Finance Documents" means all of the following documents

(a) the Facility Agreements,

(b) the Charge,

(c) the Curaçao Pledge, and

(d) any documents from time to time executed pursuant thereto or supplemental thereto or in connection with the Facility Agreement, the Curaçao Pledge and / or the Charge

and "Finance Document" shall be construed accordingly,

"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and

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Short particulars

apparatus,

"Insurances" of the Chargor means all contracts and policies of insurance of any kind at the date of the Charge or in the future taken out by or on behalf of it or (to the extent of its interest) in which it at the date of the Charge or in the future has an interest,

"Intellectual Property" includes all and any rights and licences in any form of intellectual property including audio, visual or performance related work or material, copyrights including screenplay copyrights design copyrights letters patent trade marks whether registered or unregistered registered or unregistered designs utility models applications for any of the foregoing and the right to apply for them in any part of the world discoveries creations inventions or improvements upon or additions to an invention confidential information know-how and any research effort relating to any of the above mentioned business names whether registrable or not moral rights and any similar rights in any country,

"Investments" of the Chargor means

(a) securities and investments of any kind (including shares, stock, debentures, units, depository receipts, bonds, notes, commercial paper and certificates of deposit),

(b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments,

(c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depository, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), and

(d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case at the date of the Charge or in the future owned by it or (to the extent of its interest) in which it at the date of the Charge or in the future has an interest,

"Letter of Credit" means any letter of credit or guarantee or similar security issued or to be issued in favour of the Chargor in connection with each Quarterly Amount and the Final Minimum Sum dated on or around the date of the Charge,

"LLP Act" means the Limited Liability Partnerships Act 2000,

"LLP Regulations 2001" means the Limited Liability Partnerships Regulations 2001 (SI 2001 No 1090),

"Principal Exploitation Agreement" means the principal exploitation agreement entered into or to be entered into between the Chargor and Shamrock in respect of the Rights,

"Quarterly Amounts" shall mean the amounts set out in column 2 of Part 1 of Appendix II of the Principal Exploitation Agreement which are payable by Shamrock in accordance with Clause 5 1 of the Principal Exploitation Agreement (being

● 30 June 2011 £3,586 60

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Short particulars

- 30 September 2011 £9,704 93
- 31 December 2011 £9,704 93
- 31 March 2012 £9,599 44
- 30 June 2012 £9,599 44
- 30 September 2012 £9,704 93
- 31 December 2012 £9,704 93
- 31 March 2013 £9,493 95
- 30 June 2013 £9,599 44
- 30 September 2013 £9,704 93
- 31 December 2013 £9,704 93
- 31 March 2014 £9,493 95
- 30 June 2014 £9,599 44
- 30 September 2014 £9,704 93
- 31 December 2014 £9,704 93
- 31 March 2015 £9,493 95
- 27 May 2015 £6,012 84

- Each Quarter Date in 2015 following 27 May For each Relevant Period, an amount equal to the product of the LLP Interest Rate (expressed as a percentage) multiplied by the Final Minimum Sum and divided by 365 and then multiplied by the number of days in such Relevant Period (inclusive of the first and last days of such Relevant Period)

- Each Quarter Date in 2016 For each Relevant Period, an amount equal to the product of the LLP Interest Rate (expressed as a percentage) multiplied by the Final Minimum Sum and divided by 365 and then multiplied by the number of days in such Relevant Period (inclusive of the first and last days of such Relevant Period)

- Each Quarter Date in 2017 For each Relevant Period, an amount equal to the product of the LLP Interest Rate (expressed as a percentage) multiplied by the Final Minimum Sum and divided by 365 and then multiplied by the number of days in such Relevant Period (inclusive of the first and last days of such Relevant Period)

- Each Quarter Date in 2018 For each Relevant Period, an amount equal to the product of the LLP Interest Rate (expressed as a percentage) multiplied by the Final Minimum Sum and divided by 365 and then multiplied by the number of days in such Relevant Period (inclusive of the first and last days of such Relevant Period)

- Each Quarter Date in 2019 For each Relevant Period, an amount equal to the product of the LLP Interest Rate (expressed as a percentage) multiplied by the Final Minimum Sum and divided by 365 and then multiplied by the number of days in such Relevant Period (inclusive of the first and last days of such Relevant Period)

- Each Quarter Date in 2020 For each Relevant Period, an amount equal to the product of the LLP Interest Rate (expressed as a percentage) multiplied by the Final Minimum Sum and divided by 365 and then multiplied by the number of days in such Relevant Period (inclusive of the first and last days of such Relevant Period)

- Each Quarter Date in 2021 before 27 May For each Relevant Period, an amount equal to the product of the LLP Interest Rate (expressed as a percentage) multiplied by the Final Minimum Sum and divided by 365 and then multiplied by the number of days in such Relevant Period (inclusive of the first and last days of such Relevant Period)

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• 27 May 2015 For each Relevant Period, an amount equal to the product of the LLP Interest Rate (expressed as a percentage) multiplied by the Final Minimum Sum and divided by 365 and then multiplied by the number of days in such Relevant Period (inclusive of the first and last days of such Relevant Period)

where "Quarter Date" means each of 31 March, 30 June, 30 September and 31 December, and "Relevant Period" shall mean the period commencing on the date of the Principal Exploitation Agreement and ending on the first Quarter Date following thereafter and each successive period commencing on the day immediately following the end of the preceding Relevant Period and ending on the next occurring Quarter Date up to and including the Tenth Anniversary,

"Real Property" means freehold and leasehold property in England and Wales (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon),

"Receiver" means an administrative receiver, receiver and manager or other receiver appointed in respect of the Charged Assets,

"Rights" shall mean the rights set out in Appendix I of the Principal Exploitation Agreement, as such may be updated by the mutual agreement of the LLP and Shamrock from time to time,

"Security" means

(a) any mortgage, pledge, lien, charge, security assignment, hypothecation, standard security, options, title retention, right of set-off, security trust or security interest, and

(b) any other agreement or arrangement entered into to create or confer security over any asset,

"Security Period" means the period beginning on the date of the Charge and ending on the date upon which all the Liabilities have been irrevocably paid and discharged, or if earlier, the security hereby created has been finally released and discharged,

"Shamrock" means Shamrock Solutions Limited, a company incorporated under the laws of the Republic of Ireland (Company Number 435015) and having its registered office at 16 Thormanby Woods, Howth, Co Dublin, Ireland (also referred to as the "Company"),

"Shamrock UK" means Shamrock Solutions UK Limited a company incorporated in England and Wales (Company Number 06355781) and having its registered office at Treviot House, 186/192 High Road, Ilford, Essex IG1 1LR (also referred to as the "Subsidiary"),

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Please give the short particulars of the property mortgaged or charged

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"Shamrock UK Guarantee" means the deed of guarantee and indemnity entered into or to be entered into between the LLP and Shamrock UK on or about the date thereof in respect of Shamrock's payment obligations under the Principal Exploitation Agreement

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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

Nil

8

Delivery of instrument

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. 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.

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. 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 property situated in another part of UK.

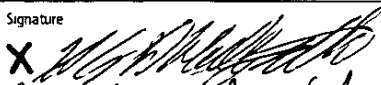
9

Signature

Please sign the form here

Signature

Signature

X  X
Partner for and on behalf of Bird & Bird LLP
solicitors to the bank

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 **Andrew Hallgarth**

Company name **Bird & Bird LLP**

Address **15 Fetter Lane**

Post town **London**

County/Region

Postcode **E C 4 A 1 J P**

Country **UK**

DX **119 London / Chancery Lane**

Telephone **020 7415 6000**



Certificate

We will send your certificate to the presenter's address if given above or to the LLPs 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 LLP 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 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 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 LLPs registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For LLPs 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 LLPs 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 MORTGAGE OR CHARGE**

**Pursuant to section 869(5) & (6) of the Companies Act 2006 as
applied to the Limited Liability Partnerships (Application of
Companies Act 2006) Regulations 2009**

LLP NO. OC359597
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY
DOCUMENT DATED 27 MAY 2011 AND CREATED BY
CALDERGROVE LLP FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM EACH BORROWER TO UNITED
INTERNATIONAL BANK N.V. ON ANY ACCOUNT
WHATSOEVER 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 AS APPLIED TO THE LIMITED LIABILITY
PARTNERSHIPS (APPLICATION OF COMPANIES ACT 2006)
REGULATIONS 2009 ON THE 14 JUNE 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 JUNE 2011

DF



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES