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Please do not
write in
this marginPlease complete
legibly, preferably
in black type, or
bold black lettering* insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in
respect of each register entry for a mortgage
or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

1

06751947

Name of company

* HANWAY LENNON LTD

Date of creation of the charge

6th January 2009

Description of the instrument (if any) creating or evidencing the charge (note 2)

CHARGE AND DEED OF ASSIGNMENT

Amount secured by the mortgage or charge

ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE CHARGEES UNDER THE
TERMS OF AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE

Names and addresses of the mortgagees or persons entitled to the charge

NORTH WEST VISION & MEDIA, MEDLOCK BUILDING, BBC, OXFORD ROAD, MANCHESTER

Postcode M60 1SJ

Presenter's name address and
reference (if any) :Lee & Thompson, Greengarden
House, 15-22 St Christopher's Pl,
London W1U 1NL

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

WEDNESDAY



LCEK56BH

LD4

07/01/2009

341

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

AS SET OUT IN THE SCHEDULE ATTACHED

Please do not
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*Please complete
legibly, preferably
in black type, or
bold block lettering*

Particulars as to commission allowance or discount (note 3)

Signed

Lee & Thompson

Date

6/7/1/09

On behalf of ~~company~~ ~~mortgagee~~ ~~chargee~~†

*A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge.
(See Note 5)*

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

THE SCHEDULE

1. CHARGES

1.1 The Chargor, as owner with full title guarantee and as third party security for the payment, satisfaction and discharge of the Secured Liabilities (as defined in the Charge and Deed of Assignment), charges in favour of the Chargee (subject only to the Chargee's obligation to release specified in sub-Clause 23.1.1 of the Charge and Deed of Assignment) by way of first fixed charge, all of the Chargor's right, title and interest (whether now owned or hereafter acquired) in and to the following –

- 1.1.1 all copies made or to be made of the film provisionally entitled "Nowhere Boy" ("the Film"); and
- 1.1.2 any other films and any sound recordings made in the course of the production of the Film or pursuant to any right acquired in connection with, or arising from, the production of the Film; and
- 1.1.3 all copies made or to be made of the scripts and musical scores of the Film and any sketches and designs produced in connection with the Film; and
- 1.1.4 all digital material, physical negative, internegative, interpositive and positive sound and visual material made or to be made incorporating or reproducing all or any part of the Film; and
- 1.1.5 any agreements for the provision of any goods, services, facilities or finance for the Film and the benefit of any insurance policy taken out for or in connection with the production or exploitation of the Film; and
- 1.1.6 the benefit of all revenues accruing to the Chargor or the Chargor's order or on the Chargor's behalf in respect of the exhibition, distribution and exploitation of the Film and/or the Rights and/or the Ancillary Rights; and
- 1.1.7 the Accounts (including all monies standing to the credit of each Account, all interest accrued on each Account and all debts represented by the foregoing); and
- 1.1.8 all other rights and properties, including physical properties acquired or to be acquired by the Chargor in connection with the Film; and
- 1.1.9 the proceeds of any or all of the foregoing.

PROVIDED THAT the charge above shall not extend to the Excluded Assets (as defined in the Charge and Deed of Assignment).

1.2 The Chargor, as owner with full title guarantee and as third party security for the repayment satisfaction and discharge of the Secured Liabilities (as defined in the

Charge and Deed of Assignment), charges in favour of the Chargee by way of first floating charge all of the Chargor's undertaking, rights and assets, whether now owned or hereafter acquired or created (including (without limitation) any assets expressed to be charged or assigned pursuant to Clauses 4.1 and 5 of the Charge and Deed of Assignment to the extent the same are not for the time being effectively charged by way of first fixed charge or effectively assigned (whether at law or in equity) by way of security to the Chargee BUT excluding the Excluded Assets). Paragraph 14, schedule B1 Insolvency Act 1986 (incorporated by schedule 16 Enterprise Act 2002) shall apply to any floating charge created pursuant to the Charge and Deed of Assignment, which floating charge is accordingly a qualifying floating charge for such purposes.

2. ASSIGNMENT AND TRUST

2.1 The Chargor, as owner with full title guarantee and as third party security for the payment satisfaction and discharge of the Secured Liabilities, assigns and agrees to assign absolutely to the Chargee (subject only to the right of re-assignment in favour of the Chargor specified in Clause 23.1.2 of the Charge and Deed of Assignment), all of the Chargor's right, title and interest (whether now owned or hereafter acquired or created) in and to the following –

2.1.1 the Rights (as defined in the Charge and Deed of Assignment); and

2.1.2 all Ancillary Rights (as defined in the Charge and Deed of Assignment); and

2.1.3 the benefit of all revenues accruing to the Chargor or to the Chargor's order or on the Chargor's behalf in respect of the exhibition, distribution and exploitation of the Film and/or of the Rights and/or of the Ancillary Rights; and

2.1.4 all those rights of the Chargor in relation to all music composed and sketches and designs made for or used in the production of the Film including the following –

2.1.4.1 the right to adapt the same for the purpose of and to reproduce the same in the form of the Film and any such other films as are mentioned in Clause 5.1.2 of the Charge and Deed of Assignment; and

2.1.4.2 the right (except for musical performing rights if the composer is a member of the Performing Rights Society Limited) to perform the same in public by exhibition of the Film and any such films as aforesaid; and

2.1.4.3 such rights as the Chargor may own to broadcast the same by radio and television and to include it in cable programmes whether by live performance of living persons or by performances of the Film; and

- 2.1.5 the benefit of all agreements entered into or to be entered into by the Chargor (or its agent) relating to the Film (including the Sales Agency Agreement and the Distribution Agreements) with all rights granted and all monies receivable thereunder and any interest thereon and the benefit of all subsisting undertakings, warranties, representations, covenants, agreements and acknowledgements therein contained; and
- 2.1.6 the Accounts (as defined in the Charge and Deed of Assignment) (including all monies standing to the credit of each Account, all interest accrued on each Account and all debts represented by the foregoing); and
- 2.1.7 the proceeds of any or all of the foregoing.

PROVIDED THAT the assignment above shall not extend to the Excluded Assets.

- 2.2 The Chargor shall hold on trust for the Chargee (which trust the Chargor hereby declares) 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 and benefits to which the Chargor is beneficially entitled in respect of such Collateral.

- 2.3 Each of the following is an "Event of Default":

- 2.3.1 any event of default set out in Clause 29 of the Standard Terms attached as Schedule 1 to the NWV Agreement (as defined in the Charge and Deed of Assignment);
- 2.3.2 default in the repayment of the Secured Liabilities or any instalment on the due date, whether of principal or interest or any Relevant Party fails to pay any sum expressed to be payable by it under any Relevant Agreement at the time and otherwise in the manner specified in the Relevant Agreement;
- 2.3.3 failure, refusal or neglect by the Chargor to duly and promptly observe or perform any of the terms of this Deed, or failure, refusal or neglect by a Relevant Party to duly and promptly observe or perform any terms of the Relevant Agreements or any agreed amendment thereto or any event of default pursuant to any of these agreements;
- 2.3.4 breach by any of the parties thereto (other than the Chargee) of the terms of the Relevant Agreements or any other document required as a condition precedent to the NWV Agreement, or if an event of default occurs under any of those agreements or the termination or enforceability of any such agreement;
- 2.3.5 any representation, warranty or covenant given by the Chargor or any statements furnished by the Chargor or any person on its behalf or contained in any certificate, statement, legal opinion or notice delivered or

made in, under or in connection with the Relevant Agreements, is incorrect or misleading in any respect considered by the Chargee to be material;

- 2.3.6 it becoming illegal for any Relevant Party (as defined in the Charge and Deed of Assignment) to perform their obligations under the NWV Agreement, the Relevant Agreements (as defined in the Charge and Deed of Assignment) or this Charge and Deed of Assignment;
- 2.3.7 sale, transfer or disposal (or a decision to proceed with the same) (whether or not for full consideration) by a Relevant Party without the prior consent of the Chargee of all or a substantial part of its undertaking or assets or the creation of any mortgage, charge or other security or promissory interest upon any of the Chargor's undertakings or assets;
- 2.3.8 there occurs in the opinion of the Chargee a material adverse change in the business, assets or financial condition of a Relevant Party;
- 2.3.9 a meeting of creditors of a Relevant Party being held or the proposal or acceptance of an arrangement or composition with, or an assignment for the benefit of, creditors of or negotiations are commenced with a view to a general readjustment or re-scheduling of all or any part of the liabilities of a Relevant Party (including any voluntary arrangement pursuant to the Insolvency Act 1986);
- 2.3.10 the presentation of a petition (which is not discharged within seven (7) days) or a meeting being convened for the purpose of considering a resolution, for the making of an administration order or the winding-up, bankruptcy or dissolution of a Relevant Party;
- 2.3.11 a trustee, supervisor, receiver, administrator (in bankruptcy or otherwise), administrative receiver or other encumbrancer is appointed over or takes any step with a view to taking possession of or being appointed over, or any distress, execution or other process being levied or enforced of the whole or any part of the assets of a Relevant Party;
- 2.3.12 an application being presented for the making of an administration order, or there is served on any person a notice of intention to appoint an administrator or any such appointment is made in relation to the Chargor, or a meeting being convened for the purpose of considering a resolution for the making of such an application or the service of such a notice;
- 2.3.13 a Relevant Party (or any Associated Company) ceasing or threatening to suspend making payments with respect to all or any class of debts or being deemed or becoming unable to pay its debts (within the meaning set out in section 123 of the Insolvency Act 1986);
- 2.3.14 any liabilities, indebtedness, guarantee, indemnity or similar obligation of a Relevant Party not being paid or repaid when due or called upon or any

such liabilities, indebtedness or obligation being declared due prior to its due date or if any facility or commitment available to any Relevant Party relating to such liabilities, indebtedness or obligation is withdrawn, suspended or cancelled by reason of a default (howsoever described) of the person concerned, or if any Relevant Party goes into default under or commits a breach of any agreement relating to any such liabilities or indebtedness;

- 2.3.15 any event which would result in the crystallisation of any floating charge over the whole or any part of the undertaking and assets of a Relevant Party;
- 2.3.16 any encumbrance or any guarantee or indemnity given by a Relevant Party or the Chargor or any of its Associated Companies, whether or not contained in this Charge and Deed of Assignment, in favour of the Chargee ceasing to be in full force or effect or (in the case of a charge) ceasing to rank in the manner expressed therein;
- 2.3.17 any event which is, in the opinion of the Chargee, analogous to or having a similar effect or result to any of the foregoing occurring in a jurisdiction other than England and Wales;
- 2.3.18 any consent, authorisation, approval, licence, exemption, filing, registration, notarisation or other requirement of any governmental, judicial or public body or authority required or advisable in connection with the execution, delivery, performance, validity, admissibility in evidence or enforceability of the Relevant Agreements or the performance by any Relevant Party of its obligations under the Relevant Agreements is modified in a manner unacceptable to the Chargee or is not granted or is revoked or terminated or expires;
- 2.3.19 any Relevant Party changes or threatens to change the nature or scope of its business, or suspends or threatens to suspend all or a substantial part of its business operations, and the Chargee determines that the result is materially and adversely to affect its financial condition or its ability to observe or perform its obligations under the Relevant Agreements;
- 2.3.20 any encumbrance which may for the time being affect any of the assets of the Chargor becomes enforceable; and
- 2.3.21 it becomes or proves to be unlawful or impossible in any material respect for any Relevant Party duly and promptly to perform or observe any of the obligations or undertakings expressed to be binding on or undertaken by it in or under the Relevant Agreements or for the Chargee to exercise any rights vested in it under the Relevant Agreements, or if any of the Relevant Agreements for any other reason (other than due and complete performance in accordance with their respective terms) becomes invalid or

unenforceable or ceases to be in full force and effect, or if any Relevant Party does or causes or permits to be done any act or thing evidencing an intention to contest or repudiate any of the Relevant Agreements in whole or in part.



FILE COPY

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

Pursuant to section 401(2) of the Companies Act 1985

**COMPANY NO. 6751947
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE AND DEED OF
ASSIGNMENT DATED 6 JANUARY 2009 AND CREATED BY
HANWAY LENNON LTD FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE COMPANY TO NORTH WEST
VISION & MEDIA UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART XII OF THE COMPANIES ACT 1985 ON THE 7 JANUARY
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 JANUARY 2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES