

# M

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Please complete  
legibly, preferably  
in black type, or  
bold block 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

3

06626081

Name of company

\* Hanway Nature Limited

Date of creation of the charge

30th September 2008

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

Charge and Deed of Assignment in respect of the film provisionally entitled "Creation"

Amount secured by the mortgage or charge

All monies due or to become due from the Company to the Chargee under the terms of the  
aforementioned instrument creating or evidencing the charge

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

The British Broadcasting Corporation

Broadcasting House, London

Postcode W1A 1AA

Presenter's name address and  
reference (if any)

Lee and Thompson, Greengarden  
House, 15-22 St Christopher's  
Place, London W1U 1NL

Time critical reference

For official Use (02/06)  
Mortgage Section

WEDNESDAY



\*LH0N83SS\*

LD4

08/10/2008

14

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

As per the Schedule attached

Please do not  
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this margin

*Please complete  
legibly, preferably  
in black type, or  
bold block lettering*

Particulars as to commission allowance or discount (note 3)

Signed Lee and Thompson

Date 2/10/08

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 situated 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        For the consideration set forth in the Charge and Deed of Assignment, the Chargor, as owner with full title guarantee and as security for the payment of the Secured Sums (as defined in the Charge and Deed of Assignment), charges in favour of the Chargee (subject only to the Chargee's obligation to release as set out in 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 (save to the extent the same forms part of the Excluded Assets (as defined in the Charge and Deed of Assignment)) –
- 1 1 1        all copies made or to be made of the film provisionally entitled "Creation" (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 the Hanway Entitlement (as defined in the Charge and Deed of Assignment) and all other 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 Film Rights (as defined in the Charge and Deed of Assignment) and/or the Ancillary Rights (as defined in the Charge and Deed of Assignment) and/or the Rights (as defined in the Charge and Deed of Assignment); and
- 1 1.7        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

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

1 2 The Chargor, as owner with full title guarantee and as security for the payment of the Secured Sums, 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 1 1 and 2 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) 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

1 3 Notwithstanding any provision to the contrary in the Deed of Charge and Assignment, the Chargee acknowledges and agrees that the Excluded Assets do not form part of the subject matter of the fixed charge referred to in Clause 1.1 above

2. **Assignment and Trust**

2 1 For the consideration set forth in the Charge and Deed of Assignment, the Chargor, as owner with full title guarantee and as security for the payment of the Secured Sums, assigns and agrees to assign absolutely to the Chargee (subject only to the right of re-assignment in favour of the Chargor specified in 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 (save to the extent the same forms part of the Excluded Assets) –

2 1 1 the Film Rights, and

2 1 2 all that copyright in the Film and 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, including the Rights, and

2 1 3 all Ancillary Rights, and

2 1 4 the benefit of the Hanway Entitlement and all other 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 Film Rights and/or of the Ancillary Rights and/or the Rights, and

2 1 5 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 -

- (a) 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 2 1 2 hereof, and
- (b) the right (except for musical performing rights if the composer is a member of the Performing Rights Society Limited (as defined in the Charge and Deed of Assignment)) to perform the same in public by exhibition of the Film and any such films as aforesaid, and
- (c) 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 6 the benefit of all agreements entered into or to be entered into by the Chargor (or its agent) relating to the Film 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 7 the benefit of any policy of insurance taken out and maintained by the Chargor in connection with the Film and any and all sums paid or payable thereunder, and

2 1.8 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

2 1 9 the proceeds of any or all of the foregoing

2 2 Notwithstanding any provision to the contrary in this Deed of Charge and Assignment, the Chargee acknowledges and agrees that the Excluded Assets do not form part of the subject matter of the assignment referred to in Clause 2 1 above.

2 3 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 (as defined in the Charge and Deed of Assignment)



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

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

**COMPANY NO. 6626081  
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A CHARGE AND DEED OF  
ASSIGNMENT IN RESPECT OF THE FILM PROVISIONALLY  
ENTITLED "CREATION" DATED 30 SEPTEMBER 2008 AND  
CREATED BY HANWAY NATURE LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO  
THE BRITISH BROADCASTING CORPORATION 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  
8 OCTOBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 OCTOBER 2008



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES