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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

523609/26

395

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

For official use

Company number

		1
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05986146

Name of company

* Third Bar Films Limited

Date of creation of the charge

21st July 2009

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

Deed of Charge

Amount secured by the mortgage or charge

See continuation Page 1 attached.

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

Northern Ireland Screen Commission ("NISC")

Alfred House, 21 Alfred Street

BELFAST, BT2 8ED

Postcode

Presenter's name address and
reference (if any) :

MILLAR McCALL WYLIE
SOLICITORS
IMPERIAL HOUSE
4-10 DONEGALL SQUARE EAST
BELFAST

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

FRIDAY



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31/07/2009

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please do not
write in
this margin

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

See continuation Page 2 attached.

Particulars as to commission allowance or discount (note 3)

N/A

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

Signed Millan McCall Hogan Date 29th July 2009

On behalf of [company] [mortgagee/chargee]†

† 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

COMPANIES FORM NO.395 (Continued)

PARTICULARS OF A MORTGAGE OR CHARGE (Continued)

Continued Sheet Number: 1

Company Number: 05986146

Name of Company: Third Bar Films Limited ("Company")

Amount Secured by Mortgage or Charge

- (i) all present and/or future indebtedness of the Company and/or the LLP to the NISC on any account in connection with the Film Project together with interest and charges thereon; and
- (ii) all other liabilities whatsoever in connection with the Film Project of the Company and/or the LLP to the NISC present future actual and/or contingent; and
- (iii) all costs charges duties and expenses howsoever incurred by the NISC in relation to the enforcement of the Charge

and such indebtedness and/or liabilities on a full indemnity basis.

"Film Project" means the feature film provisionally entitled "Paddy Mayne aka The Original" (as more particularly defined in the Development Agreement).

"Development Agreement" means the Agreement dated 21st July 2009 and made between the NISC, the LLP and the Company in relation to the provision of development funding by the NISC to the Company and the LLP towards the development of the Film Project.

"LLP" means The Original Movie LLP

COMPANIES FORM NO.395 (Continued)

PARTICULARS OF A MORTGAGE OR CHARGE (Continued)

Continued Sheet Number: 2

Company Number: 05986146

Name of Company: Third Bar Films Limited ("Company")

Amount Secured by Mortgage or Charge

By clause 2 of the Charge the Company assigned (including by way of present assignment of future copyright pursuant to section 91 of the Copyright Designs and Patents Act, 1988 as the same may be amended or replaced from time to time) to the NISC all of its rights, title and interest in and to the following in relation to the Film Project in all media and in all territories throughout the world ("the Territory") to the full extent of its interest therein as follows:-

- (a) all literary property and ancillary rights in relation to the Film Project including without limitation the Screenplay the Idea and the Work (as such terms are defined in the Development Agreement) and all copyright therein;
- (b) all rights to lease licence sell or otherwise deal with and exploit all rights in the Film Project in all media by all methods and means;
- (c) all contracts and contract rights, agreements for personal services or otherwise and all personal property of the Company relating to the Film Project or to any literary property and ancillary rights and any other elements of the Film Project referred to in this subclause;
- (d) all sums from time to time standing to the credit of the Company in the Account (as that term is defined in the Development Agreement) all present and future deposit and other accounts of the Company relating to the Film Project maintained with any bank or other financial institution in any jurisdiction and any extension or renewal of such accounts and all certificates and instruments, if any, from time to time representing or evidencing such accounts from time to time opened by the Company and any and all monies (including interest) from time to time standing to the credit of each of them;
- (e) all other rights and properties acquired or to be acquired by the Company in connection with the Film Project.

The rights interests and assets set out above shall hereinafter be referred to as "the Charged Assets".

By clause 3 of the Charge the Company covenanted with the NISC that the Company shall not create or permit to arise or subsist any encumbrance, pledge, mortgage or charge upon the whole or any part of the Charged Assets extending over the Territory or any part thereof ranking in priority to or pari passu with the security granted therein without the prior written consent of the NISC.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5986146
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF CHARGE DATED 21 JULY
2009 AND CREATED BY THIRD BAR FILMS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY AND/OR THE LIMITED LIABILITY PARTNERSHIP TO
NORTHERN IRELAND SCREEN COMMISSION ON ANY
ACCOUNT WHATSOEVER 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 31 JULY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 AUGUST 2009

PO
JEL



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES