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In accordance with  
Section 860 of the  
Companies Act 2006

# 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  
particulars of a charge for  
company. To do this, please  
use form MG01s

THURSDAY

THURSDAY



\*LAW4TRJY\*

LD6

10/02/2011

29

COMPANIES HOUSE

LD5

03/02/2011

78

COMPANIES HOUSE

<b>1</b>	<b>Company details</b>	For official use
Company number	0 6 7 6 6 8 3 9	<b>→ Filling in this form</b> Please complete in typescript or in bold black capitals  All fields are mandatory unless specified or indicated by *
Company name in full	Goldcrest Investments Limited	
<b>2</b>	<b>Date of creation of charge</b>	
Date of creation	d 2 d 1 m 0 m 1 y 2 y 0 y 1 y 1	
<b>3</b>	<b>Description</b>	
Description	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'  Deed of Assignment and Charge (the 'Charge') between Goldcrest Investments Limited (the 'Chargor') and Blue Cloth LTD (the 'Chargee')	
<b>4</b>	<b>Amount secured</b>	
Amount secured	Please give us details of the amount secured by the mortgage or charge  All present and future monies, obligations and liabilities, whether actual or contingent, whether due, owing or incurred by the Chargor to the Chargee under the Loan Agreement 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 Chargee 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  All capitalised terms not defined herein shall have the meaning given to them in the continuation pages to this form MG01  Continued on section 4 continuation page 1	<b>Continuation page</b> Please use a continuation page if you need to enter more details.

## 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>Section 4 - continuation page 1</p> <p>'Loan Agreement' means the loan agreement dated 21 January 2011 entered into by the Chargee and the Chargor in relation to the Film as amended or novated from time to time,</p> <p>'the Film' means the film provisionally entitled "The Iron Lady" including its soundtrack and all revisions thereof</p>	

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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	
Name	Blue Cloth <b>LT D</b>	
Address	10 Orange Street	
	London	
Postcode	W C 2 H 7 D Q	
Name		
Address		
Postcode		
	<b>Continuation page</b> Please use a continuation page if you need to enter more details.	

<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	
Short particulars	<p><b>ASSIGNMENT AND TRUST</b>          By way of assignment, the Chargor has assigned, with full title guarantee, the Collateral absolutely to the Chargee (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)</p> <p>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 or benefits to which the Chargor is beneficially entitled in respect of such Collateral</p> <p><b>FIXED CHARGE</b>          By way of first fixed charge to the Chargor has, with full title guarantee charged the Collateral to the Chargee</p> <p><b>FLOATING CHARGE</b>          By way of first floating charge the Chargor has, with full title guarantee charged the Collateral to the Chargee</p> <p><b>NEGATIVE PLEDGE</b>          The Chargor undertakes that it shall not, without the prior written consent of the Chargee, create, agree to create or allow to subsist any Prohibited Security Interest on or over the Collateral or any part of it</p> <p>Continued on Section 6 continuation page 1</p>	
	<b>Continuation page</b> Please use a continuation page if you need to enter more details.	

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Section 6 continuation page 1</p> <p><b>DEFINITIONS</b></p> <p>'B Companies' means Brewer Street 1 plc ('B1') and Brewer Street 2 plc ('B2'),</p> <p>'B Companies Loan' means all advances made by the Chargor to the B Companies in relation to the Film pursuant to the B Companies Loan Agreements,</p> <p>'B Companies Loan Agreements' means the loan agreements between the Chargor and each of the B Companies in relation to the Film dated 21 January 2011 pursuant to which the Chargor advances the B Companies Loan,</p> <p>'Borrower's Receipts' means the sums payable by the B Companies to the Chargor in repayment of the B Companies Loan pursuant to the B Companies Loan Agreements, being an amount in aggregate equal to that portion of the LLP Fee being (a) 82.68% of the LLP Fee until the LLP Repayment Date, and thereafter (b) 100% of the LLP Fee until the last to occur of the UKFC Repayment Date, the Film4 Repayment Date and the Pathe Repayment Date,</p> <p>'Collateral' means all of the Chargor's right, title and interest in and to the Borrower's Receipts,</p> <p>'Collection Account' means the trust accounts in favour of, among others, the Chargee, LLP and the Completion Guarantor to be opened by the Collection Agent,</p> <p>'Collection Agent' means Fintage Collection Account Management B V ,</p> <p>'Commissioning Agreement' means the commissioning agreement dated 21 January 2011 pursuant to which the Chargee commissioned LLP to produce the Film,</p> <p>'Film4 Equity' means Film4's equity investment in the Film made available pursuant to the Funding Agreement,</p> <p>'Film4 Repayment Date' means the date on which Film4 notifies the other Parties that the Film4 Equity has been indefeasibly repaid in full and Film4 has no further obligation, actual or contingent, to make amounts available pursuant to the Funding Agreement,</p> <p>Continued on section 6 continuation page 2</p>	

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Section 6 continuation page 2</p> <p>'Financiers' means Pathe, LLP, UKFC, Film4, Goldcrest Lender, the Chargor and B Companies</p> <p>'Funding Agreement' means the funding agreement between each of UKFC, Film4, Pathe and the Chargee dated 21 January 2011,</p> <p>'Intermediate Licensor' means Fintage Magyar KFT and, in respect of Spain, Pathe Distribution SAS,</p> <p>'Interparty Agreement' means the interparty agreement relating to the Film dated 21 January 2011 and entered into between, among others, the Chargor and the Chargee,</p> <p>'LLP Fee' means the fee payable by the Chargee to LLP, being an amount equal to 100% of all monies actually received in the Collection Account from the exploitation of the Film throughout the world,</p> <p>'LLP Repayment Date' means the date that an amount equal to the agreed recoupment amount has been indefeasibly paid into a certain Coutts &amp; Co account in the name of the LLP pursuant the Recoupment Funding and Sweep Instructions,</p> <p>'Pathe Repayment Date' means the date on which Pathe notifies the other Parties that the amounts due to Pathe pursuant to the Funding Agreement has been indefeasibly repaid in full and Pathe has no further obligation, actual or contingent, to make loans pursuant to the Funding Agreement,</p> <p>'Parties' means all parties to the Interparty Agreement</p> <ol style="list-style-type: none"> <li>(1) UK Film Council ('UKFC'),</li> <li>(2) Film4 ('Film4'), a division of Channel Four Television Corporation,</li> <li>(3) Pathe Productions Limited ('Pathe'),</li> <li>(4) the Chargor,</li> <li>(5) Iron Lady (D J Films) Limited ('FPC'),</li> <li>(6) Pathe International, a division of Pathe Fund Limited,</li> <li>(7) Fireman's Fund Insurance Company acting through its agent International Film Guarantors, LLC, whose managing member is Fireman's Fund Insurance Company (the 'Completion Guarantor'),</li> <li>(8) the Chargee,</li> <li>(9) Goldcrest Film Productions LLP ('LLP'),</li> <li>(10) B1,</li> <li>(11) B2, and</li> <li>(12) Goldcrest Capital Holdings Limited (the 'Goldcrest Lender'),</li> </ol> <p>'Permitted Security Interests' means the Security Agreements,</p> <p>Continued on section 6 continuation page 3</p>	

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Section 6 continuation page 3</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 Permitted Security Interests, any liens arising by operation of law and any liens arising in the ordinary course of trade,</p> <p>'Recoupment Funding and Sweep Instructions' means the recoupment funding and sweep instructions relating to the Film dated 21 January 2011 between, inter alia the Parties (excluding the Completion Guarantor),</p> <p>'Secured Parties' means the beneficiaries of the Permitted Security Interests and each is a 'Secured Party',</p> <p>'Security Agreements' means the charges, security agreements and mortgages and assignments of copyright in relation to the Film</p> <p>(1) charge and deed of assignment between Pathe (as chargee) and the FPC, the Chargee and the LLP (as joint chargors) dated on or about the date of the Charge,</p> <p>(2) charge and deed of assignment between Goldcrest Lender (as chargee) and the FPC, the Chargee and the LLP (as joint chargors) dated on or about the date of the Charge,</p> <p>(3) charge and deed of assignment between UKFC (as chargee) and the FPC, the Chargee and the LLP (as joint chargors) dated on or about the date of the Charge,</p> <p>(4) charge and deed of assignment between Film4 (as chargee) and the FPC, the Chargee and the LLP (as joint chargors) dated on or about the date of the Charge,</p> <p>(5) charge and deed of assignment between LLP (as chargee) and the Chargee (as chargor) dated on or about the date of the Charge,</p> <p>(6) charge and deed of assignment between the Chargor (as chargee) and B1 (as chargor) dated on or about the date of the Charge,</p> <p>(7) charge and deed of assignment between the Chargor (as chargee) and B2 (as chargor) dated on or about the date of the Charge,</p> <p>(8) charge and deed of assignment between the LLP (as chargee) and FPC (as chargor) dated on or about the date of the Charge,</p> <p>(9) the Charge,</p> <p>(10) charge and deed of assignment between the LLP, UKFC, Film4, Goldcrest Lender (as joint chargees) and Pathe (as chargor) dated on or about the date of the Charge,</p> <p>(11) charge and deed of assignment between Pathe, the LLP, Film4, UKFC (as joint chargees) and the Intermediate Licensor (as chargor) dated on or about the date of the Charge,</p> <p>(12) deed of charge and security assignment between Completion Guarantor (as chargee), FPC and the Chargee (as joint chargors), and</p> <p>(13) completion agreement between Completion Guarantor, the Chargee and FPC, together with any powers of attorney and other instruments executed in favour of the Secured Parties by way of security for the obligations referred to in the Interparty Agreement, and each is a 'Security Agreement' and including, without limitation any security granted to the Screen Actors Guild in respect of the Film in a form to be approved by the Financiers,</p> <p>Continued on section 6 continuation page 4</p>	


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### Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Section 6 continuation page 4</p> <p>'UKFC Funding' means UKFC's equity investment in the Film made available pursuant to the Funding Agreement, and</p> <p>'UKFC Repayment Date' means the date on which UKFC notifies the other Parties that the UKFC Funding has been indefeasibly repaid in full and UKFC has no further obligation, actual or contingent, to make amounts available pursuant to the Funding Agreement</p>	

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Particulars of a mortgage or charge

<p><b>7</b></p>	<p><b>Particulars as to commission, allowance or discount (if any)</b></p> <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>	
<p>Commission allowance or discount</p>		
<p><b>8</b></p>	<p><b>Delivery of instrument</b></p> <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>	
<p><b>9</b></p>	<p><b>Signature</b></p> <p>Please sign the form here</p> <p>Signature</p> <p>X  X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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## 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 Hamahnie Wilkes

Company name Reed Smith LLP

Address The Broadgate Tower

20 Primrose Street

Post town London

County/Region London

Postcode E C 2 A 2 R S

Country United Kingdom

DX DX1066 City / DX18 London

Telephone 0203 116 3637



### 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)



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

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

**COMPANY NO. 6766839  
CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT AND  
CHARGE DATED 21 JANUARY 2011 AND CREATED BY  
GOLDCREST INVESTMENTS LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO  
BLUE CLOTH LTD 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 ON THE 10 FEBRUARY 2011**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 FEBRUARY  
2011**

*Handwritten mark resembling a stylized 'N' or 'M' with a downward arrow.*



*Companies House  
— for the record —*



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