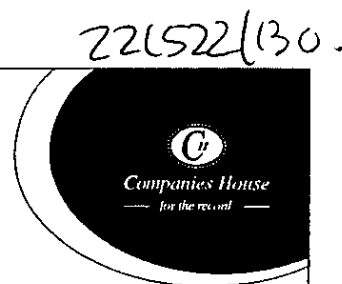


MG01

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

TUESDAY



LK94KMTH

LD5

24/08/2010

206

COMPANIES HOUSE

1 Company details

Company number 0 6 7 6 9 2 3 7

Company name in full Brewer Street 1 PLC

→ Filling 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 0 9 0 8 2 0 1 0

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

Deed of Assignment and Charge (the 'Charge') between Brewer Street 1 plc ('the Chargor') and
Goldcrest Investments Limited ('the Chargee')

4 Amount secured

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

Amount secured

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 (the 'Secured Obligations')

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

Continuation page

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

MG01

Particulars of a mortgage or charge

5	Mortgagee(s) or person(s) entitled to the charge (if any)		
	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge		
Name	Goldcrest Investments Limited		Continuation page Please use a continuation page if you need to enter more details.
Address	235 Old Marylebone Road		
	London		
Postcode	N W 1 5 Q T		
Name			
Address			
Postcode			
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 ASSIGNMENT AND TRUST</p> <p>1 1 The Chargor with full title guarantee and as a continuing security for the full and timely payment, performance and discharge of the Secured Obligations assigns 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>1 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 or benefits to which the Chargor is beneficially entitled in respect of such Collateral</p> <p>2 FIXED CHARGE</p> <p>The Chargor with full title guarantee charges the Collateral to the Chargee by way of first fixed charge as a continuing security for the payment, performance and discharge of the Secured Obligations</p> <p>3 FLOATING CHARGE</p> <p>The Chargor with full title guarantee charges the Collateral to the Chargee by way of first floating charge as a continuing security for the payment, performance and discharge of the Secured Obligations</p> <p>4 NEGATIVE PLEDGE</p> <p>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>		

MG01

Particulars of a mortgage or charge

<div data-bbox="118 329 165 371">7</div> <div data-bbox="336 329 1090 371">Particulars as to commission, allowance or discount (if any)</div> <div data-bbox="336 371 1117 701"> <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"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p> </div> <div data-bbox="118 701 336 1193"> <div data-bbox="118 701 336 768">Commission allowance or discount</div> </div>	
<div data-bbox="118 1193 165 1236">8</div>	<div data-bbox="336 1193 628 1236">Delivery of instrument</div> <div data-bbox="336 1236 1117 1720"> <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> </div>
<div data-bbox="118 1720 165 1762">9</div> <div data-bbox="118 1830 213 1863">Signature</div>	<div data-bbox="336 1720 464 1762">Signature</div> <div data-bbox="336 1762 1117 2049"> <div data-bbox="336 1762 1117 1830">Please sign the form here</div> <div data-bbox="336 1830 1117 1964"> <div data-bbox="336 1830 410 1852">Signature</div> <div data-bbox="336 1852 1117 1964"> <div data-bbox="336 1852 384 1919">X</div> <div data-bbox="384 1852 1080 1919">Neil A. Butler</div> <div data-bbox="1080 1852 1117 1919">X</div> </div> </div> <div data-bbox="336 1964 1117 2049"> <div data-bbox="336 1964 1117 2049">This form must be signed by a person with an interest in the registration of the charge</div> </div> </div>

MG01

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 **Neil Gillard**

Company name **Reed Smith LLP**

Address **The Broadgate Tower**

20 Primrose Street

Post town **London**

County/Region

Postcode **E C 2 A 2 R S**

Country **United Kingdom**

DX **DX 1066 City/ DX 18 London**

Telephone **+ 44 (0)203 116 3000**



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 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

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 on or about the date of this Charge entered into by the Chargee and the Chargor in relation to the Film as amended or novated from time to time,</p> <p>'Film' means the film provisionally entitled "Wuthering Heights" including its soundtrack and all revisions thereof</p>	

MG01 - continuation page

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

Section 6 Continuation Page 1

'the Collateral' means all of the Chargor's right, title and interest in and to the Chargor's Receipts and the B1 Account (and any amounts from time to time standing to the credit of the B1 Account) and the benefit to the Chargor of the Transaction Agreements (including the right to receive the Loan),

'Chargor's Receipts' means 74 4% of the following, (a) 100% of the LLP Fee until the First Recoupment Event, and thereafter (b) 8% of the LLP Fee until the LLP Repayment Date, and thereafter (c) 100% of the LLP Fee until the last to occur of the UKFC Repayment Date, the Film 4 Repayment Date and the SY Repayment Date (as such terms are defined in the Interparty Agreement),

'B1 Account' has the meaning ascribed to the term in the Funding Instructions,

'Transaction Agreements' has the meaning set out in the Loan Agreement,

'LLP Fee' means the fee payable to the LLP pursuant to and as further defined in the Commissioning Agreement,

'First Recoupment Event' means the later to occur of the Aver Repayment Date and the Goldcrest Lender Repayment Date as such terms are defined in the Interparty Agreement,

'Loan' has the meaning set out in the Loan Agreement,

'Funding Instructions' has the meaning ascribed to the term in the Interparty Agreement,

'Commissioning Agreement' means the commissioning agreement dated on or about the date of this Charge pursuant to which the Commissioning Producer commissioned the LLP to produce the Film,

'Commissioning Producer' means Wuthering Heights Films Limited,

'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,

'Interparty Agreement' means the interparty agreement for the Film dated on or around the date of this Charge between the Chargor, the Chargee, the LLP and other parties,

'LLP' means Goldcrest Film Production LLP,

'Permitted Security Interest' has the meaning ascribed to the term in the Loan Agreement,

'LLP Repayment Date' has the meaning ascribed to the term in the Interparty Agreement



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6769237
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT AND
CHARGE DATED 9 AUGUST 2010 AND CREATED BY BREWER
STREET 1 PLC FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO GOLDCREST
INVESTMENTS LIMITED 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 24 AUGUST
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31 AUGUST 2010

EX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES