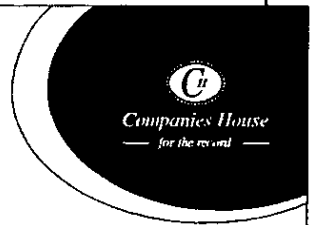


221522/130

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

TUESDAY



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24/08/2010

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COMPANIES HOUSE

**Filling in this form**

Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by \*

### 1 Company details

Company number 0 6 8 8 8 6 4 1

Company name in full Brewer Street 2 PLC

### 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 2 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

<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	Goldcrest Investments Limited	
Address	235 Old Marylebone Road	
	London	
Postcode	N W 1 5 Q T	
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>1 ASSIGNMENT AND TRUST</b></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><b>2 FIXED CHARGE</b></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><b>3 FLOATING CHARGE</b></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><b>4 NEGATIVE PLEDGE</b></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>	
	<b>Continuation page</b> Please use a continuation page if you need to enter more details.	

# MG01

## Particulars of a mortgage or charge

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

# 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)2031163000**



### 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)**

# 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 data-bbox="339 441 668 470">Section 4 continuation page 1</p> <p data-bbox="339 508 1449 571">'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 data-bbox="339 609 1449 669">'the 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 B2 Account (and any amounts from time to time standing to the credit of the B2 Account) and the benefit to the Chargor of the Transaction Agreements (including the right to receive the Loan),

'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,

'Chargor's Receipts' means 25 6% 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),

'B2 Account' has the meaning ascribed to the term in the Funding Instructions,

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

'Loan' 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,

'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,

'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,

'LLP' means Goldcrest Film Production LLP,

'Commissioning Producer' means Wuthering Heights Films Limited,

'Permitted Security Interest' has the meaning set out in the Loan Agreement, and

LLP Repayment Date' has the meaning set out 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. 6888641  
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 2 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

DX



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES