

MG01

Particulars of a mortgage or charge

222208/143



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**
You cannot use this form
particulars of a charge for
company. To do this, please
use form MG01s

THURSDAY



LD5 03/02/2011 80
COMPANIES HOUSE

1 Company details		For official use 2 → Filling in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *
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	d 2 1 m 0 1 y 2 0 1 1	
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 Continued on Section 4 continuation page 1	
		Continuation page Please use a continuation page if you need to enter more details.

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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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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
Address	235 Old Marylebone Road
	London
Postcode	N W 1 5 Q T
Name	
Address	
Postcode	

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

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

ASSIGNMENT AND TRUST

By way of assignment, the Chargor has assigned 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)

The Chargor shall hold on trust for the Chargee, 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

FIXED CHARGE

By way of first fixed charge, the Chargor has charged, with full title guarantee, the Collateral to the Chargee

FLOATING CHARGE

By way of first floating charge, the Chargor has charged, with full title guarantee, the Collateral to the Chargee

NEGATIVE PLEDGE

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

Continued on Section 6 continuation page 1

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

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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>DEFINITIONS</p> <p>'B2 Accounts' means the sterling account with account number 04215990, and the dollar account with account number 10560742 held at Coutts & Co in the name of the Chargor</p> <p>'Chargor's Receipts' means 25 54% of the following, (a) 82 64% 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 Chargor's Receipts and the B2 Accounts (and any amounts from time to time standing to the credit of the B2 Accounts) and the benefit to the Chargor of the Transaction Agreements (including the right to receive the Loan),</p> <p>'Collection Agreement' means the collection agreement dated 21 January 2011 relating to the Film entered into between, among others, the Commissioning Producer and Fintage Collection Account Management B V , which may be amended, varied or supplemented from time to time,</p> <p>'Commissioning Agreement' means the commissioning agreement dated 21 January 2011 pursuant to which the Commissioning Producer commissioned the LLP to produce the Film,</p> <p>'Commissioning Producer' means Blue Cloth LTD,</p> <p>'Conditions Precedent Documentation' means</p> <ol style="list-style-type: none"> (1) the final budget for the Film dated 07 January 2011, which was approved by the Chargee, (2) the cashflow schedule for the Film dated 10 January 2011, which was approved by the Chargee, (3) such other finance agreements pursuant to which any person contributes towards the cost of production of the Film as requested by the Chargee, together with evidence that all conditions to funding thereunder were met, (4) the Interparty Agreement, together with any documents delivered to the Chargee under it including the Funding Instructions, the Pledgeholder Agreement(s) and the Collection Agreement and documents ancillary thereto, (5) the Permitted Security Interests and any other security agreements as the Chargee may require, (6) evidence of approved production and errors and omissions insurance, (7) the completion guarantee relating to the Film entered into by the Guarantor in favour of inter alia the LLP, (8) the Production Agreement, (9) the Commissioning Agreement, (10) resolutions of the board of directors of the Chargor authorising the execution of the Loan Agreement and the Conditions Precedent Documentation, and (11) such other documents, agreements or information as the Chargee requested 	

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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>'Film4 Equity' means 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>'Financiers' means UKFC, Film4, Pathe, Goldcrest Lender, GIL, the Chargor, B1 and LLP,</p> <p>'Funding Agreement' means the funding agreement between each of UKFC, Film4, Pathe and the Commissioning Producer dated 21 January 2011,</p> <p>'Funding Instructions' means the funding and sweep instructions dated 21 January 2011 pursuant to which all of the Parties (excluding the Guarantor) direct payments to be made in respect of the Film,</p> <p>'Interparty Agreement' means the interparty agreement for the Film dated 21 January 2011 between the Parties,</p> <p>'LLP' means Goldcrest Film Production LLP,</p> <p>'LLP Fee' means the fee payable by the Commissioning Producer to LLP for rendering its production services and granting all rights, being an amount equal to 100% of all monies actually received in the Collection Account from the exploitation of the Film throughout the world payable to the Commissioning Producer pursuant to the Collection Agreement</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 & Co account in the name of the LLP pursuant the Recoupment Funding and Sweep Instructions,</p> <p>'Loan' means the advance made pursuant to the Loan Agreement that the Chargee agrees to lend to the Chargor,</p>	

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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>'Parties' means all parties to the Interparty Agreement</p> <p>(1) UK Film Council ('UKFC'),</p> <p>(2) Film4 ('Film4'), a division of Channel Four Television Corporation,</p> <p>(3) Pathe Productions Limited ('Pathe'),</p> <p>(4) Blue Cloth LTD ('Commissioning Producer'),</p> <p>(5) Iron Lady (D J Films) Limited ('FPC'),</p> <p>(6) Pathe International, a division of Pathe Fund Limited,</p> <p>(7) Fireman's Fund Insurance Company acting through its agent International Film Guarantors, LLC, whose managing member is Fireman's Fund Insurance Company (the 'Guarantor'),</p> <p>(8) the LLP,</p> <p>(9) the Chargee,</p> <p>(10) the Chargor,</p> <p>(11) Brewer Street 1 plc ('B1'), and</p> <p>(12) Goldcrest Capital Holdings Limited (the 'Goldcrest Lender')</p> <p>'Pathe Debt' means all amounts due to Pathe pursuant to the Funding Agreement,</p> <p>'Pathe Repayment Date' means the date on which Pathe notifies the other Parties that the Pathe Debt 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>'Permitted Security Interests' means the Security Agreements,</p> <p>'Pledgeholder Agreement' means pledgeholder agreements entered into by every film and sound laboratory or facilities house holding or intending to hold film tape or sound material connected with the Film,</p> <p>'Production Agreement' means the production agreement for the Film entered into between the LLP and FPC on 21 January 2011,</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 created pursuant to the Security Agreements, any liens arising by operation of law and any liens arising in the ordinary course of trade,</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>'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 Commissioning Producer and 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 Commissioning Producer and 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 Commissioning Producer and 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 Commissioning Producer and LLP (as joint chargors) dated on or about the date of the Charge,</p> <p>(5) charge and deed of assignment between Commissioning Producer (as chargee) and Chargee (as chargor) dated on or about the date of the Charge,</p> <p>(6) the Charge,</p> <p>(7) charge and deed of assignment between Chargee (as chargee) and B1 (as chargor) dated on or about the date of the Charge,</p> <p>(8) charge and deed of assignment between LLP (as chargee) and FPC (as chargor) dated on or about the date of the Charge,</p> <p>(9) charge and deed of assignment between LLP and Commissioning Producer (as chargor) dated on or about the date of the Charge,</p> <p>(10) charge and deed of assignment between 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, 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 Guarantor (as chargee), FPC and the Commissioning Producer (as joint chargors), and</p> <p>(13) completion agreement between Guarantor, Commissioning Producer 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>'Secured Parties' means the beneficiaries to the Security Agreements and each is a 'Secured Party',</p> <p>'Transaction Agreements' means (a) the Loan Agreement, and (b) the Conditions Precedent Documentation, (c) the Security Agreements, and (d) all other agreements relating to the Film,</p> <p>'UKFC Funding' means UKFC's equity investment in the Film made available pursuant to the Funding Agreement,</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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7	Particulars as to commission, allowance or discount (if any) 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 <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, for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered	
Commission allowance or discount		
8	Delivery of instrument 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) 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)	
9	Signature Please sign the form here Signature <div style="border: 1px solid black; padding: 5px; display: inline-block;">X Reed Smith LLP X</div> This form must be signed by a person with an interest in the registration of the charge	

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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 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



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. 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 BREWER
STREET 2 PLC FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO GOLDCREST
INVESTMENTS LIMITED 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 3 FEBRUARY 2011**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 FEBRUARY
2011**



Companies House
— for the record —



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