

MG01

Particulars of a mortgage or charge

230663 / 143



iris
LASERFORM

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

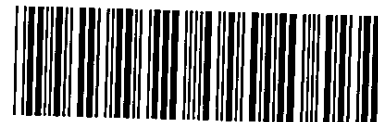
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to re-
particulars of a charge for a S
company. To do this, please use
form MG01s

THURSDAY



L1A324F4

L16

31/05/2012

#397

COMPANIES HOUSE

1

Company details

Company number

5 7 7 8 6 3 5

Company name in full

Baltray No 2 Limited (the **Chargor**)

3

→ **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

2 8 0 5 2 0 1 2

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

A security agreement dated 28 May 2012 entered into by, amongst others, the Chargor and the
Agent (as defined below) (the **Deed**)

4

Amount secured

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

Amount secured

All present and future obligations and liabilities (whether actual or
contingent and whether owed jointly or severally or in any other
capacity whatsoever) of each Obligor (as defined below) to any
Finance Party (as defined below) under, or in connection with, each
Finance Document (as defined below) to which an Obligor is a
party, except for any obligation which, if it were so included, would
result in the Deed contravening Section 678 or 679 of the
Companies Act 2006 (the **Secured Liabilities**)

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

Continuation page

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

Name Lloyds TSB Bank plc as agent and trustee for the Finance Parties (the Agent)

Address 10 Gresham Street, London

Postcode E C 2 V 7 A E

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 Please see attached continuation pages

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

1. CREATION OF SECURITY

1.1 General

(a) All the security created under the Deed

(i) is created in favour of the Agent,

(ii) is created over present and future assets of the Chargor,

(iii) is security for the payment and satisfaction of all the Secured Liabilities, and

(iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 (for the avoidance of doubt, for the purposes of clause 6 (*No liability under covenants in certain cases*) of the Law of Property (Miscellaneous Provisions) Act 1994, matters disclosed in the Report on Title are within the actual knowledge of the Agent)

(b) If the rights of the Chargor under a document cannot be secured without the consent of a party to that document

(i) the Chargor must notify the Agent promptly,

(ii) the Security will secure all amounts which the Chargor may receive, or has received, under that document but exclude the document itself, and

(iii) unless the Agent otherwise requires, the Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under the Deed

(c) The Agent holds the benefit of the Deed on trust for the Finance Parties

1.2 Floating charge

(a) The Chargor charges by way of a first floating charge all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under clause 2 of the Deed

(b) Except as provided below, the Agent may by notice to the Chargor convert the floating charge created by the Chargor under subclause 2.4 of the Deed into a fixed charge as regards any of the Chargor's assets specified in that notice, if

(i) an Event of Default is continuing, or

(ii) the Agent (acting reasonably) considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy

(c) The floating charge created by subclause 2.4 of the Deed may not be converted into a fixed charge solely by reason of

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

(i) the obtaining of a moratorium, or

(ii) anything done with a view to obtaining a moratorium,

under section 1A of the Insolvency Act 1986

(d) The floating charge created by subclause 2 4 of the Deed will automatically convert into a fixed charge over all of the Chargor's assets if an administrator is appointed in relation to the Chargor or the Agent receives notice of an intention to appoint an administrator in relation to the Chargor

(e) The floating charge created by subclause 2 4 is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

1.3 Restrictions on dealings

The Chargor may not

(a) create or permit to subsist any Security Interest on any Security Asset, or

(b) sell, transfer, licence, lease or otherwise dispose of any Security Asset,

except as expressly allowed under the Credit Agreement

2. DEFINITIONS

In this form MG01

Accession Letter means a document substantially in the form set out in schedule 6 (*Form of Accession Letter*) to the Credit Agreement

Additional Borrower means any company which becomes an Additional Borrower in accordance with clause 26 (*Changes to the Obligors*) of the Credit Agreement

Additional Guarantor means any company which becomes an Additional Guarantor in accordance with clause 26 (*Changes to the Obligors*) of the Credit Agreement

Additional Hedging Counterparty means any person who accedes to the Credit Agreement as a Hedging Counterparty in accordance with clause 31 1 (*Hedging Counterparties*) of the Credit Agreement and the Hedging Letter

Affiliate means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company Notwithstanding the foregoing, in relation to The Royal Bank of Scotland plc, the term "Affiliate" shall not include (i) the UK government or any member or instrumentality thereof, including Her Majesty's Treasury and UK Financial Investments Limited (or any directors, officers, employees or entities thereof) or (ii) any persons or entities controlled by or under common control with the UK government or any member or instrumentality thereof (including Her Majesty's Treasury and UK Financial Investments Limited) and which are not part of The Royal Bank of Scotland Group plc and its Subsidiaries

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

Arrangers means Lloyds Bank TSB plc and The Royal Bank of Scotland plc

Bilateral L/C Lender means The Royal Bank of Scotland plc or Lloyds TSB Bank plc, any Affiliate of The Royal Bank of Scotland plc or Lloyds TSB Bank plc and/or any other person which has been appointed as Bilateral L/C Lender in accordance with clause 25 7 (*Changes to Bilateral L/C Lenders*) of the Credit Agreement

Bilateral L/C Lender Accession Certificate means a duly completed accession certificate in the form set out in schedule 12 (*Form of L/C Lender Accession Certificate*) to the Credit Agreement

Bilateral Letter of Credit means any letter of credit, bank guarantee, indemnity, performance bond or other instrument issued or to be issued by a Bilateral L/C Lender for the benefit of an Obligor from time to time and shall include the £155,000 letter of credit issued by The Royal Bank of Scotland plc on behalf of Pinewood Studios Limited in favour of Buckinghamshire County Council

Borrower means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 26 (*Changes to the Obligors*) of the Credit Agreement

Company means Pinewood Shepperton plc (registered in England and Wales under number 3889552)

Credit Agreement means the £50,000,000 term and revolving facilities agreement dated 28 May 2012 between (among others) the Chargor and the Agent

Event of Default means any event or circumstance specified as such in clause 24 (*Events of Default*) of the Credit Agreement

Fee Letter means any letter or letters dated 28 May 2012 between the Arrangers and the Company (or the Agent and the Company) setting out any of the fees referred to in clause 13 (*Fees*) of the Credit Agreement

Finance Document means the Credit Agreement, any Security Document, any Fee Letter, the Hedging Letter, any Hedging Agreement, any Accession Letter, any Bilateral Letter of Credit, any Bilateral L/C Lender Accession Certificate, the Overdraft Facility, any Resignation Letter and any other document designated as such by the Agent and the Company

Finance Party means the Agent, an Arranger, a Hedging Counterparty, a Lender or a Bilateral L/C Lender and, for so long as any amount is or may become outstanding under the Overdraft Facility, the Overdraft Lender

Guarantor means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with clause 26 (*Changes to the Obligors*) of the Credit Agreement

Hedging Agreement means any master agreement, confirmation, schedule or other agreement in agreed form entered into and for the time being in effect to which the Company and a Hedging Counterparty are parties, for the purpose of hedging interest rate liabilities in accordance with the Hedging Letter

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

Hedging Counterparty means an Original Hedging Counterparty or an Additional Hedging Counterparty providing interest rate hedging arrangements in accordance with a Hedging Agreement

Hedging Letter means the hedging strategy letter dated 28 May 2012 between, among others, the Agent and the Company

Holding Company means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary

Lender means

- (a) any Original Lender,
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with clause 2.2 (*Increase*) or clause 25 (*Changes to the Lenders*) of the Credit Agreement, and
- (c) (for the purposes of clauses 26.2 and 26.4 (*Borrower/Guarantor accession*) and clause 37.2 (*Exceptions*) of the Credit Agreement in relation to those clauses) the Overdraft Lender,

which in each case has not ceased to be a Party in accordance with the terms of the Credit Agreement

Obligor means a Borrower or a Guarantor

Original Borrowers means the companies listed in part I of schedule 1 (*The Original Parties*) to the Credit Agreement

Original Guarantors means the companies listed in part I of schedule 1 (*The Original Parties*) to the Credit Agreement

Original Hedging Counterparty means Lloyds TSB Bank plc and The Royal Bank of Scotland plc

Original Lender means Lloyds TSB Bank plc and The Royal Bank of Scotland plc

Overdraft Facility means a facility letter dated 28 May 2012 from the Overdraft Lender to the Company and certain of its Subsidiaries regarding the provision of a maximum £5,000,000 net and £10,000,000 gross secured overdraft facility

Overdraft Lender means The Royal Bank of Scotland plc

Party means a party to the Credit Agreement

Pinewood Studios Property means the freehold land owned by Pinewood Studios Limited at Pinewood Studios, Pinewood Road, Iver Heath, Buckinghamshire, SL0 0NH registered at the Land Registry under title number BM168450 with title absolute

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

Project Pinewood Property means the freehold land opposite the Pinewood Studios Property owned by Project Pinewood Property Limited at Iver Heath, Buckinghamshire comprising title numbers BM60711 (58 Acre Site), BM241497 (Saul's Farm) and BM232959 (the Field) respectively, together with the freehold land owned by Project Pinewood Property Limited comprising title number BM366764 (the Playing Field), all registered with title absolute

Properties means Pinewood Studios Property and the Project Pinewood Property

Report on Title means the report on title in the agreed form prepared by Travers Smith LLP relating to the Properties and addressed to, and capable of being relied upon by, the Finance Parties

Resignation Letter means a letter substantially in the form set out in schedule 7 (*Form of Resignation Letter*) to the Credit Agreement

Security means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

Security Assets means all assets from time to time of the Chargor the subject of any security created by the Deed

Security Documents means

- (a) the Deed, and
- (b) any other document designated as such by the Agent and the Company

Security Interest has the meaning given in Security

Subsidiary means a subsidiary within the meaning of section 1159 of the Companies Act 2006

MG01

Particulars of a mortgage or charge

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

- 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

Nil

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 870).

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 866). 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

Signature

X Allen & Overy LLP X

This form must be signed by a person with an interest in the registration of the charge

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 Michael Cassone

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone (02)0 3088 4748



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. 5778635
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 28
MAY 2012 AND CREATED BY BALTRAY NO. 2 LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM
EACH OBLIGOR TO ANY FINANCE PARTY 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 31 MAY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 JUNE 2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES