

MR04

Statement of satisfaction in full or in part of a charge



You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a statement of satisfaction in full
or in part of a mortgage or charge
against a company

☐ **What this form is NOT for**
You may not use this form
to register a statement of sat
isfaction in full or in part of a mortga
ge charge against an LLP. Use
LL MR04

WEDNESDAY



A34 17/12/2014 #6
COMPANIES HOUSE

1 Company details

Company number 0 6 1 5 4 0 3 4

Company name in full Goldcrest Film Distribution Limited (the "Chargor")

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation

When was the charge created?

→ Before 06/04/2013 Complete Part A and Part C

→ On or after 06/04/2013 Complete Part B and Part C

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge

Charge creation date 01 05 2008 20 07

A2 Charge number

Please give the charge number. This can be found on the certificate

Charge number*

A3 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is
created or evidenced

Instrument description Security assignment and charge between the Chargor
and Paramount Pictures Corporation (the "Chargee")
dated 15 August 2007 (the "Charge")

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

MR04

Statement of satisfaction in full or in part of a charge

A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

1 The Chargor

(a) assigned to the Chargee with full title guarantee (where relevant by way of present assignment of future copyright) save for the Reserved Property all its right, title and interest (both existing at the date of the Charge and thereafter, vested and contingent, statutory and otherwise) in the following in connection with the Film:

(1) the benefit of and all rights acquired or to be acquired by the Chargor in connection with the screenplay for the Film and all underlying rights upon which the screenplay is based;

Continued

Continuation page

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

Part B

Charges created on or after 06/04/2013

B1

Charge code

Please give the charge code This can be found on the certificate

Charge code ①

□ □ □ □ - □ □ □ □ - □ □ □ □

① Charge code

This is the unique reference code allocated by the registrar

MR04

Statement of satisfaction in full or in part of a charge

Part C To be completed for all charges

C1

Satisfaction

I confirm that the debt for the charge as described has been paid or satisfied
Please tick the appropriate box

☐ In full

☒ In part

C2

Details of the person delivering this statement and their interest in the charge

Please give the name of the person delivering this statement

Name

DLA Piper UK LLP

Please give the address of the person delivering this statement

Building name/number

Street

3 Noble Street

Post town

London

County/Region

Postcode

E C 2 V 7 E E

Please give the person's interest in the charge (e.g. chargor/chargee etc)

Person's interest in the charge

Solicitor for the Chargor

C3

Signature

Please sign the form here


Signature


Signature



X DLA Piper UK LLP X

MR04

Statement of satisfaction in full or in part of a 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. The contact information you give will be visible to searchers of the public record.	
Contact name	BPS 99693.120002/65709030.1
Company name	DLA Piper UK LLP
Address	3 Noble Street
London	
Post town	
County/Region	
Postcode	E C 2 V 7 E E
Country	
DX DX:	33866 Finsbury Square
Telephone	08700 111 111

	Checklist
We may return forms completed incorrectly or with information missing	
Please make sure you have remembered the following:	
<input checked="" type="checkbox"/> The company name and number match the information held on the public Register	
Part A Charges created before 06/04/2013	
<input checked="" type="checkbox"/> You have given the charge date	
<input type="checkbox"/> You have given the charge number (if appropriate)	
<input checked="" type="checkbox"/> You have completed the Description of instrument and Short particulars in Sections A3 and A4	
Part B Charges created on or after 06/04/2013	
<input type="checkbox"/> You have given the charge code	
Part C To be completed for all charges	
<input checked="" type="checkbox"/> You have ticked the appropriate box in Section C1	
<input checked="" type="checkbox"/> You have given the details of the person delivering this statement in Section C2	
<input checked="" type="checkbox"/> You have signed the form	

	Important information
Please note that all information on this form will appear on the public record.	
	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	

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A4

Short particulars of the property or undertaking charged

Short particulars	Please give the short particulars of the property or undertaking charged
	<p>(11) the entire copyright throughout the Universe in the screenplay for the Film, and all copies of the screenplay and all sketches and designs thereof and all those rights of the Chargor in relation to any literary or dramatic work on which the screenplay is based;</p> <p>(111) the entire copyright throughout the Universe in the Film;</p> <p>(1v) the music and musical compositions of the Film including the lyrics and all rights to exploit the same and to produce, publish, reproduce and synchronise all or any of the same,</p> <p>(v) all rights to distribute, lease, license, sell, exhibit, broadcast or otherwise deal with the Film, the underlying material and ancillary rights in the Film by all methods and means and in all media throughout the Universe and all proceeds deriving therefrom,</p> <p>(vi) all ancillary, publishing, spin-off and merchandising rights of every kind and nature in the Film, including but not limited to novelisation and publishing rights and commercial tie-up and sponsorships and all proceeds deriving therefrom;</p> <p>(vii) the benefit of all Relevant Agreements to which it is a party including for the avoidance of doubt the benefit of the Completion Guaranties, Distribution Agreements, and all moneys payable to the Chargor and rights of the Chargor thereunder,</p> <p>(viii) the benefit of and the proceeds of all policies of insurance existing at the date of the Charge and thereafter in respect of the Film;</p> <p>(ix) all moneys to be earned by or payable to or for the benefit of or at the direction of the Chargor from exploitation of any literary or dramatic work written, music composed and artistic work created for or used in the Film;</p> <p>(x) all contracts and contract rights, agreements for personal services, book debts and all personal property of the Chargor relating to the Film;</p> <p>(xi) the benefit of and all other rights and tangible and intangible properties created or acquired by or to be created or acquired by the Chargor relating to the Film;</p>

Continued

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A4

Short particulars of the property or undertaking charged

Short particulars	Please give the short particulars of the property or undertaking charged
	<p>(x11) the revenues from book debts relating to the Film owed to the Chargor; and</p> <p>(x111) all income and proceeds of, any or all of the above including, without limitation, any and all sums, proceeds, money, products, profits or other property obtained or to be obtained from the distribution, exhibition, sale or other uses or dispositions of the Film or any part of the Film, including, without limitation, all proceeds, profits and products, whether in money or otherwise, from sale, rental or licensing of the Film and/or any of the elements of the Film, including, without limitation, from rights in underlying material or ancillary, collateral, allied, subsidiary and merchandising rights including without limitation the benefit of all revenues accruing to the Chargor or to the Chargor's order or on the Chargor's benefit in respect of the exhibition, distribution and exploitation of the Film;</p> <p>(b) with full title guarantee charged in favour of the Chargee, by way of first fixed charge save for the Reserved Property all of its right, title and interest (both existing at the date of the Charge and thereafter, vested and contingent, statutory and otherwise), in</p> <p>(1) all pre-print elements of the Film capable of producing prints or additional pre-print elements including master negatives, negatives, duplicate negatives, colour reversal inter-mediate, colour separations, matrices, inter-positives and inter-negatives,</p> <p>(11) all positive prints, Film, video tapes, disks, cut-outs and trims and all other physical properties of or relating to the Film whether at the date of the Charge or thereafter in existence and wherever located;</p> <p>(111) all soundtrack elements relating to the Film including master magnetic tracks, or other optical soundtrack recordings and music cue sheets and all other sound recordings made in the course of the production of the Film, or pursuant to any right acquired or to be acquired in connection with said production or arising therefrom,</p> <p style="text-align: right;">Continued</p>

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A4

Short particulars of the property or undertaking charged

Short particulars

Please give the short particulars of the property or undertaking charged

(iv) all material in tangible or intangible form, incorporating or reproducing the Film, any music and/or sound recordings or other works produced in connection with the Film, or any part or element thereof;

(v) all rights and properties (including, without limitation, physical properties) created or acquired or to be created or acquired by the Chargor in connection with the Film;

(vi) the Accounts and all monies standing to the credit thereof and all moneys from time to time standing to the credit of any account at any bank or financial institution which any moneys payable to the Chargor or the Chargee are or will be paid in respect of the exploitation of the Film and the Chargor agrees to hold all such moneys on trust and consents to the Chargee giving notice of the Chargee's interest in the said accounts to the banks at which they are or may be held;

(vii) (insofar as not effectively assigned as described in paragraph (a) above) those items referred to in paragraph (a) above, and

(viii) the revenues from book debts owed to the Chargor in respect of, and all income and proceeds of any and all of the above; and

(c) with full title guarantee charged by way of first floating charge all Chargor's rights, properties and assets both existing at the date of the Charge and at any time thereafter including, save for the Reserved Property, those assets and property described in paragraphs (a) and (b) above, which are, for any reasons not validly charged or assigned as described therein

Definitions

"Accounts" means each account in the name of the Chargor or in respect of which the Chargor has any interest into which any proceeds deriving from the exploitation of the Film shall be paid at any time

"Acquisition Agreements" means the acquisition agreements dated on or about the date of the Charge between Upsticks and Goldcrest Rights Company in respect of the acquisition of distribution rights for certain territories in connection with the Film

Continued

MR04 - continuation page
Statement of satisfaction in full or in part of a charge

A4

Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged	
Short particulars	<p>"Completion Guarantor" means Worldwide Productions, Inc</p> <p>"Completion Guaranties" means the completion guaranties in respect of the Film dated on or about the date of the Charge between the Goldcrest Rights Company and the Completion Guarantor</p> <p>"Distribution Agreements" means the distribution agreements dated on or about the date of the Charge between each Sole Trader and the Chargor in respect of the Film</p> <p>"Film" means the feature length motion picture entitled "Eagle Eye"</p> <p>"Goldcrest Funding" means Goldcrest Funding Limited</p> <p>"Goldcrest Pictures" means Goldcrest Pictures Limited</p> <p>"Goldcrest Rights Company" means Goldcrest Film Rights II Limited</p> <p>"Goldcrest Waiver Letter" means the waiver letter dated on or about the date of the Charge from the Chargor, Goldcrest Rights Company, Goldcrest Funding and Goldcrest Pictures to the Chargee, Seller and the Studio Lender in respect of the Film</p> <p>"Loan Agreement" means the limited recourse loan agreement dated on or about the date of the Charge (together with any amendments thereto) between the Studio Lender and Goldcrest Funding in connection with the Film</p> <p>"Loan Purchase Agreement" means the loan purchase agreement dated on or about the date of the Charge between the Studio Lender and Upsticks</p> <p>"Mortgaged Property" means the Chargor's right, title and interest (to the extent it has any) in and to the property assigned as detailed in paragraph (a) above and the property charged as detailed in paragraphs (b) and (c) above and all other property and assets which are at any time required to be assigned or charged in favour of the Chargee under the Charge</p> <p>"Notices of Assignment" means the notices and acceptances of assignment between inter alia the Chargor, Goldcrest Rights Company and Goldcrest</p> <p style="text-align: right;">Continued</p>	

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A4

Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged
Short particulars	<p>Funding in respect of the Security Documents</p> <p>"Paramount Distribution Agreements" means the distribution agreements dated on or about the date of the Charge between the Chargor and the Chargee in respect of the Film</p> <p>"Paramount Distributor Charges" means the Charge, the US Security, the English law security assignment and charge dated on or about the date of the Charge granted by Goldcrest Rights Company in favour of the Chargee, the US law security agreement dated on or about the date of the Charge and granted by Goldcrest Rights Company in favour of the Chargee, the English law security assignment and charge dated on or about the date of the Charge granted by Upsticks in favour of the Chargee and the US law security agreement dated on or about the date of the Charge granted by Upsticks in favour of the Chargee</p> <p>"Payment Directions" means the payment directions between inter alia the Chargee, the Chargor and the Studio Lender in respect of the allocation and payment of distribution receipts under the Paramount Distribution Agreements, as the same may be supplemented from time to time</p> <p>"Relevant Agreements" means the Charge, the Acquisition Agreements, the Sub-Acquisition Agreements, the Seller Acquisition Agreements, the Loan Agreement, the Paramount Distribution Agreements, the Loan Purchase Agreement, the Security Documents, the Sole Trader Loan Agreements, the Distribution Agreements, the Notices of Assignment, the Payment Directions, the Goldcrest Waiver Letter, the Completion Guaranties and all side-letters and other ancillary documents arising out of or relating thereto including without limitation all notices of assignment and payment directions</p> <p>"Reserved Property" means (a) all amounts payable to the Sole Traders under the Distribution Agreements by application of the Payment Directions (excluding for the avoidance of doubt all amounts payable under the Distribution Agreement which are payable to Chargor pursuant to the Payment Directions) and (b) the proceeds of the insurance policies payable to Sole Traders which relate to their insured interests which are specific to the</p> <p style="text-align: right;">Continued</p>

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A4

Short particulars of the property or undertaking charged

Short particulars	Please give the short particulars of the property or undertaking charged
	<p>Sole Traders and are not required to be made available to the production of the Film or payable to any other person</p> <p>"Security Documents" means the Paramount Distributor Charges, the Sole Trader Charges, the Seller/Goldcrest Funding Security, the Seller/Goldcrest Pictures Security, the Seller/Goldcrest Distributor Security, the Studio Lender/Goldcrest Pictures Security, the Studio Lender/Goldcrest Rights Security, the Seller B.V I Security, the Studio Lender/Upsticks Security and the Studio Lender Charges</p> <p>"Seller" means Grace Productions LLC</p> <p>"Seller Acquisition Agreements" means the acquisition agreements dated on or about the date of the Charge between Seller and Upsticks in respect of the acquisition of distribution rights in connection with the Film</p> <p>"Seller B.V.I. Security" means the security assignment and charge dated on or about the date of the Charge and granted in favour of Seller by Upsticks and the US law security agreement dated on or about the date of the Charge and granted in favour of Seller by Upsticks</p> <p>"Seller/Goldcrest Distributor Security" means the English law security assignment and charge dated on or about the date of the Charge and granted in favour of the Seller by the Chargor and the US law security agreement dated on or about the date of the Charge granted in favour of the Seller by the Chargor</p> <p>"Seller/Goldcrest Funding Security" means the English law security assignment and charge dated on or about the date of the Charge and granted in favour of Seller by Goldcrest Funding and the US law security agreement dated on or about the date of the Charge and granted in favour of Seller by Goldcrest Funding</p> <p>"Seller/Goldcrest Pictures Security" means the English law security assignment and charge dated on or about the date of the Charge and granted in favour of Seller by Goldcrest Pictures</p> <p>"Sole Traders" means the individual sole traders in respect of the Film</p> <p style="text-align: right;">Continued</p>

MR04 - continuation page
Statement of satisfaction in full or in part of a charge

A4

Short particulars of the property or undertaking charged

Short particulars	Please give the short particulars of the property or undertaking charged
	<p>"Sole Trader Charges" means the security agreements to be granted by each Sole Trader to Goldcrest Funding in respect of the Sole Trader Loan Agreements</p> <p>"Sole Trader Loan Agreements" means the limited recourse loan agreements entered into between Goldcrest Funding (as lender) and each Sole Trader (as borrower) in connection with the Film</p> <p>"Studio Lender" means 5555 Communications Inc</p> <p>"Studio Lender Charges" means the English law security assignment and charge dated on or about the date of the Charge and granted in favour of Studio Lender by Goldcrest Funding together with the US law security agreement dated on or about the date of the Charge and granted in favour of Studio Lender by Goldcrest Funding</p> <p>"Studio Lender/Goldcrest Pictures Security" means the English law security assignment and charge dated on or about the date of the Charge and granted in favour of the Studio Lender by Goldcrest Pictures</p> <p>"Studio Lender/Goldcrest Rights Security" means the English law security assignment and charge dated on or about the date of the Charge and granted in favour of the Studio Lender by Goldcrest Rights Company together with the US law security agreement dated on or about the date of the Charge and granted in favour of the Studio Lender by Goldcrest Rights Company</p> <p>"Studio Lender/Upsticks Security" means the English law security assignment and charge dated on or about the date of the Charge granted in favour of Studio Lender by Upsticks and the US law security agreement dated on or about the date of the Charge granted in favour of Studio Lender by Upsticks</p> <p>"Sub-Acquisition Agreements" means the acquisition agreements dated on or about the date of the Charge between each Sole Trader and Goldcrest Rights Company in respect of the acquisition of distribution rights for certain territories in connection with the Film</p> <p style="text-align: right;">Continued</p>

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

"Upsticks" means Upsticks Limited

"US Security" means the US law security agreement dated on or about the date of the Charge and granted in favour of the Chargee by the Chargor