

MG01

155432/13.

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



A16 02/02/2010 220
COMPANIES HOUSE

1

Company details

Company number 0 7 0 9 5 8 7 7

Company name in full Bel Ami Distribution Limited ("the Chorgor")

→ 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 1 0 1 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 Charge and Security Assignment ("the Deed")

4

Amount secured

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

Amount secured

All sums from time to time owing or payable to the Chargee by Producer, PSC and Chorgor under the Producer's Agreement (together referred to as the "Secured Sums") and the performance of all representations, warranties, agreements, covenants and other obligations of Producer, PSC and Chorgor to the Chargee under the Producer's Agreement and with regard to any other transactions whatsoever between Producer, PSC and Chorgor and the Chargee and of Producer, PSC and Chorgor under the Producer's Agreement.

Continuation page

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

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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.

Continuation page

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

Name 7 Hungaria Biztosító Zrt ("the Chargee")

Address 1054 Budapest V., Bajcsy-Zsilinsky út 52.

1368 Budapest, pt. 191 Hungary

Postcode

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

1. By way of assignment (to the extent of its interest) to the Chargee, all of Chargor's right, title and interest in and to the following in relation to the Picture throughout the world and whether now owned or hereafter acquired

1.1 All preprint elements capable of producing prints or additional preprint elements including master negatives, negatives, duplicate negatives, colour reversal, intermediate colour separations, matrices, interpositives and internegatives

1.2 All positive prints, film, digital files, computer codes, video tapes, discs, cut-outs and trims and all other physical properties of or relating to the Picture whether now or hereafter in existence and wherever located, including, without limitation, any of the foregoing that may be located on computers, servers or any other hardware

1.3. All soundtrack elements including master magnetic tracks or other optical sound track recording and music cue sheets

1.4 All literary property and ancillary rights in relation to the Picture including without limitation the Literary Material and the copyrights thereof

1.5 The copyright of the Picture

1.6 The music and musical compositions of the Picture including the lyrics and all rights to exploit the same and to produce, publish, reproduce and synchronize all or any of the same

MG02 - continuation page

Statement of satisfaction in full or in part of mortgage or charge

4	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	1.7	All rights to distribute, lease, license, sell, exhibit, broadcast or otherwise deal with the Picture by all methods and means and in all media (including, but not limited to, by way of the rights detailed at Clauses 1.9. and 1.10 below) throughout the universe and all revenues, income proceeds and other property received or to be received from the distribution, lease, license, sale, exhibition, broadcast or other dealing with the Picture as aforesaid
	1.8	All contracts and contract rights agreements for personal service book debts and all personal property of Chargor relating to the Picture or to any literary property and ancillary rights and any other elements of the Picture referred to in this sub-paragraph
	1.9	All sequels, remakes and television film and serial rights in the Picture
	1.10	All ancillary, publishing, spin-off and merchandising rights of every kind and nature in the Picture including but not limited to novelization and publishing rights and commercial tie-ups and sponsorships
	1.11	All other rights and properties acquired or to be acquired by Chargor in connection with the Picture
	1.12	All sums standing to the credit of the production accounts for the Picture (the " Production Accounts ")
	1.13	All right, title and interest in and to all distribution agreements entered into by CD in connection with and solely insofar as they relate to the Picture (" Distribution Agreement "), including, without limitation, the sales agency agreement entered into by Protagonist Pictures Limited (" Sales Agent "), CD and Auburn Entertainment LLP (" Sales Agency Agreement ") in respect of the Picture and the International Distribution Agreements (as defined in the Producer's Agreement) and all other agreements licensing, granting or selling rights to distribute, broadcast, exhibit or otherwise exploit the Picture or rights therein, including, without limitation, any and all rights relating to merchandising, publishing, music and phonorecords derived from or connected with the Picture, and the proceeds of all said agreements

MG02 - continuation page

Statement of satisfaction in full or in part of mortgage or charge

4 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

PROVIDED THAT the assignment above shall not extend to any right, title or interest of the Producer in or to: (i) any security agreement the Producer entered into with either the CD or the PSC in respect of the Picture; (ii) the members' agreement dated 8 January 2010 (as amended) between the Producer and the designated members listed in Schedule 1 thereto; (iii) the consultancy agreement dated 8 January 2010 (as amended from time to time) between the Producer and Ingenious Films Limited; and (iv) the completion guarantee issued in favour of, among others, the Producer by the Guarantor.

2. By way of floating charge all the undertaking and assets and rights of Chargor whatsoever and wheresoever in the bank or otherwise now or at any time during the continuance of the Security belonging to Chargor and Chargor agrees not to part with, sell or dispose of the whole or part of its said undertaking and assets (except in relation to the production distribution and exploitation of the Picture and by way of sale in the ordinary course of its business and for purposes of carrying on the same and without prejudice to the above-mentioned legal mortgage and assignments) or any part thereof, PROVIDED THAT such charge shall not extend to any right, title or interest of the Producer in or to: (i) any security agreement the Producer entered into with either the CD or the PSC in respect of the Picture; (ii) the members' agreement dated 8th January 2010 (as amended) between the Producer and the designated members listed in Schedule 1 thereto; (iii) the consultancy agreement dated 8th January 2010 (as amended from time to time) between the Producer and Ingenious Films Limited; and (iv) the completion guarantee issued in favour of, among others, the Producer by the Guarantor.
3. Chargor hereby covenants with the Chargee that Chargor shall not create or permit or arise or to subsist any encumbrance charge or pledge upon the whole or any part of the Charged Assets save for the charge granted to BENEFICIARY (as defined in the Producer's Agreement), guilds, unions and film laboratories and as otherwise permitted under the Producer's Agreement
4. If Chargor charges, pledges or otherwise encumbers any of the Charged Assets the charges created herein in favour of the Chargee shall rank in priority to such other charges, pledges or encumbrances whether they be fixed floating or otherwise, except for the charge in favor of the BENEFICIARY

MG02 - continuation page

Statement of satisfaction in full or in part of mortgage or charge

4	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>In this form MG01, the following items shall have the following meanings:</p> <p>CD: means Chargor</p> <p>Charged Assets: means the property and assets assigned and charged in the Deed</p> <p>Guarantor: means the Chargee</p> <p>Literary Material: means the screenplay written by Rachel Bennette</p> <p>Picture: means the film provisionally entitled "Bel Ami"</p> <p>Producer: means Ingenious Fuller Partnership LLP, with its registered office at 15 Golden Square, London W1F 9JG</p> <p>Producer's Agreement: means the producer's completion agreement made between Producer, PSC, CD and Guarantor dated on or about the date of the Deed pursuant to which Producer, PSC, CD and Pioneer Projekt Kft ("Pioneer") have made certain covenants, agreements, representations and warranties in favour of Guarantor in connection with the production, completion and delivery of the Picture and have granted to the Guarantor a continuing security interest in all of Producer's, PSC's, CD's and Pioneer's rights in respect of the Picture, including all documentation ancillary thereto including but not limited to the Takeover Agreement, Powers of Attorney, Production Account Control Agreements and any other documents referred to in the Producer's Agreement and any amendments, supplements, modifications, extensions, renewals, and replacements thereto.</p> <p>PSC: means Bel Ami Productions Limited (Company Number: 07073644)</p> <p>Security: means the security created by the Deed</p> <p>Beneficiary: means Auburn Entertainment LLP, XIX Film Limited, Ingenious Fuller Partnership and Redwave Films (UK) Limited.</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:

- 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

N/A

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

Signature

X Farver & Co LLP X

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

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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 NSP 67636.6

Company name Farrer & Co LLP

Address 66 Lincoln's Inn Fields

Post town London

County/Region

Postcode W C 2 A 3 L

Country

DX 32 Chancery Lane

Telephone +44 (0)20 7242 2022



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
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. 7095877
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF CHARGE AND SECURITY
ASSIGNMENT DATED 21 JANUARY 2010 AND CREATED BY BEL
AMI DISTRIBUTION LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM INGENIOUS FULLER
PARTNERSHIP LLP, BEL AMI PRODUCTIONS LIMITED AND THE
COMPANY TO HUNGARIA BIZTOSITO ZRT 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 2
FEBRUARY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 FEBRUARY
2010

DX
[Signature]



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES